



SHELBY COUNTY BOARD OF COMMISSIONERS

COMMITTEE AGENDAS

Wednesday, July 02, 2008

06/27/2008 11:23 AM

[NOTE: All Committee meetings will be held at the Shelby County Administration Building, 160 N. Main Street, 4th floor conference room unless otherwise noted]

Wednesday, July 02, 2008

8:30 a.m.	Committee # 1 - BUDGET AND FINANCE
9:20 a.m.	Committee # 5 - LAND USE, PLANNING, TRANSPORTATION & CODES
10:00 a.m.	Committee # 3 - HOSPITALS & HEALTH
10:25 a.m.	Committee # 7 - ECONOMIC DEVELOPMENT & TOURISM
10:30 a.m.	Committee # 10 - GENERAL GOVERNMENT
11:00 a.m.	Committee # 4 - LAW ENFORCEMENT, FIRE, CORRECTIONS & COURTS
11:20 a.m.	Committee # 6 - EDUCATION
11:25 a.m.	Committee # 9 - CONSERVATION
11:30 a.m.	Committee # 14 - DELINQUENT TAX PROPERTY
11:45 a.m.	Committee # 11 - CORE CITY, NEIGHBORHOODS & HOUSING

8:30 a.m. - Committee # 1 - BUDGET AND FINANCE

1. Resolution to approve an amendment to the contract between University of Memphis and Shelby County Government for consulting services and to appropriate funds from the FY 2008-2009 Operations and Maintenance Budget in the amount of \$249,992.00 and this item requires expenditure of County General Funds in the amount of \$249,992.00. Sponsored by Commissioner Deidre Malone. MAXIMUM 5 MINUTE DISCUSSION

2. Resolution approving a contract and appropriating funds in an amount not to exceed \$1,000,000.00 with Memphis Chamber Foundation for facilitation of economic development in Memphis and Shelby County and this item requires expenditure of county general funds earmarked for economic development in an amount not to exceed \$1,000,000.00. Sponsored by Commissioner James Harvey. MAXIMUM 15 MINUTE DISCUSSION

3. RESOLUTION APPROVING THE SALE OF 9.55 ACRES OF UNIMPROVED REAL PROPERTY LOCATED ON THE WEST SIDE OF HERBERT ROAD, APPROXIMATELY 185 FEET SOUTH OF THE CENTERLINE OF FISCHER STEEL ROAD, TO MERCANTILE MANAGEMENT COMPANY, LLC FOR \$575,000.00. Sponsored by Commissioner Deidre Malone. MAXIMUM 5 MINUTE DISCUSSION

4. A RESOLUTION APPROVING AN AMENDMENT BETWEEN CIMS GLOBAL TECHNOLOGY SOLUTIONS, INC. AND SHELBY COUNTY GOVERNMENT, INFORMATION TECHNOLOGY DEPARTMENT, FOR DOCUMENT MANAGEMENT CONSULTING SERVICES AND SOFTWARE AND HARDWARE PURCHASES, AND TO APPROPRIATE GENERAL FUNDS IN THE AMOUNT OF \$185,000.00. SPONSORED BY COMMISSIONER JOE FORD. MAXIMUM 5 MINUTE DISCUSSION
5. A RESOLUTION APPROVING AN AMENDMENT IN THE AMOUNT OF \$181,087.20 WITH CASTO INFORMATION MANAGEMENT SYSTEMS, INC (CIMS), FOR MAINTENANCE AND SUPPORT OF HARDWARE AND SOFTWARE FOR THE COUNTY'S DOCUMENT MANAGEMENT SYSTEM AND THIS ITEM REQUIRES EXPENDITURE OF COUNTY GENERAL FUNDS IN THE AMOUNT OF \$181,087.20 SPONSORED BY COMMISSIONER JOE FORD. MAXIMUM 5 MINUTE DISCUSSION
6. A RESOLUTION APPROVING AN AMENDMENT TO THE EXISTING CONTRACT WITH AT&T GLOBAL SERVICES, INC. IN THE AMOUNT OF \$172,932.04 FOR TELECOMMUNICATIONS HARDWARE AND SOFTWARE FOR THE PURPOSE OF REPLACING OBSOLETE TELECOM EQUIPMENT AND VOICEMAIL SYSTEMS SERVING CODES ENFORCEMENT, THE ELECTION COMMISSION, PUBLIC WORKS (ROADS & BRIDGES) AND THE IT DISASTER RECOVERY SITE. THIS REQUIRES EXPENDITURE OF COUNTY GENERAL FUNDS IN THE AMOUNT OF \$172,932.04. RESOLUTION SPONSORED BY COMMISSIONER JOE FORD. (Deferred from 6/16/08) MAXIMUM 5 MINUTE DISCUSSION
7. A RESOLUTION APPROVING AN AMENDMENT TO THE EXISTING CONTRACT WITH AT&T GLOBAL SERVICES, INC. IN THE AMOUNT OF \$62,892.95 FOR TELECOMMUNICATIONS HARDWARE AND SOFTWARE FOR THE PURPOSE OF UPGRADING CORE OPERATING AND MANAGEMENT SYSTEMS ON THE FOUR PRIMARY TELEPHONE SWITCHES. THIS REQUIRES EXPENDITURE OF COUNTY GENERAL FUNDS IN THE AMOUNT OF \$62,892.95. RESOLUTION SPONSORED BY COMMISSIONER JOE FORD. (Deferred from 6/16/08) MAXIMUM 5 MINUTE DISCUSSION
8. ORDINANCE - THIRD READING - Ordinance fixing tax rate for Shelby County for the year 2008. MAXIMUM 5 MINUTE DISCUSSION

9:20 a.m. - Committee # 5 - LAND USE, PLANNING, TRANSPORTATION & CODES

1. CASE NO. P.D. 08-310 CC

APPLICANT: C & k Property Management, LLC

LOCATION: East side of Southwind Park Cove; +/-182.82 feet north of Winchester Road

REQUEST: Planned development amendment to allow a music or dancing academy and beauty shop in Parcel 5 of the Outline Plan

RECOMMENDATIONS:

Memphis and Shelby County Office of Planning and Development:
APPROVAL WITH CONDITIONS

Memphis and Shelby County Land Use Control Board:
APPROVAL WITH CONDITIONS

(Notice of public hearing published in the Daily News on Friday, July 7, 2008).
MAXIMUM 10 MINUTE DISCUSSION
2. CASE NO. S.U.P. 08-207 CC

APPLICANT: Global Tower, LLC

LOCATION: North side of Independence Road; +/-250 feet east of Woodstock-Cuba Road

REQUEST: Special use permit for 195-foot CMCS monopole cell tower

RECOMMENDATIONS:

Memphis and Shelby County Office of Planning and Development:
APPROVAL WITH CONDITIONS

Memphis and Shelby County Land Use Control Board:
APPROVAL WITH CONDITIONS

(Notice of public hearing published in the Daily News on Friday, July 7, 2008).
MAXIMUM 10 MINUTE DISCUSSION
3. DISCUSSION- County policy regarding road widening related to new developments. MAXIMUM 20 MINUTE DISCUSSION

10:00 a.m. - Committee # 3 - HOSPITALS & HEALTH

1. Resolution to express support for the efforts of the Resuscitation Outcomes Consortium. Sponsored by Commissioner Joyce Avery. (Deferred from 6/16/08) MAXIMUM 5 MINUTE DISCUSSION
2. DISCUSSION- Update on the Regional Medical Center. MAXIMUM 20 MINUTE DISCUSSION

10:25 a.m. - Committee #7 - ECONOMIC DEVELOPMENT & TOURISM

1. Resolution creating an advisory committee to evaluate funding needs of Shelby County Government and to create strategies to address these needs sponsored by Commissioner Deidre Malone

10:30 a.m. - Committee # 10 - GENERAL GOVERNMENT

1. Resolution approving and adopting an amendment to Volume II, Shelby County Government Personnel Management System to provide a process for the approval of alternative work schedules for employees sponsored by Commissioner Joe Ford. (Deferred from 6/16/08) MAXIMUM 5 MINUTE DISCUSSION
2. Resolution by the Board of Commissioners of Shelby County, Tennessee requiring criminal, sex offender, and child support background checks for all nominees to any board, agency, or commission that are appointed and/or confirmed by the Board of County Commissioners. Sponsored by Commissioner Henri E. Brooks. (Deferred from 6/16/08) MAXIMUM 5 MINUTE DISCUSSION
3. Resolution amending Rule 7 of the Commissioners Permanent Rules of Order. Sponsored by Commissioner Joe Ford. (Deferred from 6/16/08) MAXIMUM 5 MINUTE DISCUSSION
4. Resolution eliminating pay for unused sick leave at retirement for new employees. Sponsored by Commissioner Sidney Chism. (Deferred from 6/16/08) MAXIMUM 5 MINUTE DISCUSSION
5. Resolution approving the County Mayor's nomination of Humphrey E. Folk, III and Aubrey J. Howard for reappointment to the Memphis and Shelby County Port Commission. Sponsored by Commissioner Joe Ford. MAXIMUM 5 MINUTE DISCUSSION

6. Resolution approving the County Mayor's nomination of Clifford Stockton, Sr. and the appointment of Melvin T. Burgess II, Dick Leike, and William A. Gillon to the Memphis and Shelby County Industrial Development Board. Sponsored by Commissioner Joe Ford. MAXIMUM 5 MINUTE DISCUSSION

11:00 a.m. - Committee # 4 - LAW ENFORCEMENT, FIRE, CORRECTIONS & COURTS

1. A resolution to appoint a Judicial Commissioner and set the term of the appointment. Sponsored by Commissioner Joe Ford. (Deferred from 6/16/08) MAXIMUM 5 MINUTE DISCUSSION
2. DISCUSSION - Full-Time and Part time officers for the Shelby County Courts. MAXIMUM 20 MINUTE DISCUSSION

11:20 a.m. - Committee # 6 - EDUCATION

1. Resolution approving the Shelby County Board of Education Operating Budget for FY 2009 as adopted by the Shelby County Board of Education. Sponsored by Chairman David Lillard. (Deferred from 6/16/08) MAXIMUM 5 MINUTE DISCUSSION

11:25 a.m. - Committee # 9 - CONSERVATION

1. Resolution to approve the transfer of the County's joint ownership rights in and to the Mississippi River Greenbelt Park, including all existing park improvements, equipment and inventory thereon, together with a total of 208.85 acres of land upon which it is situated, located along the east and west sides of Island Drive and along the north side of Mud Island Drive on Mud Island in the City of Memphis, to the City of Memphis, without monetary consideration, for its continued development, operation and maintenance for public outdoor recreational purposes. Sponsored by Commissioner Mike Carpenter. MAXIMUM 5 MINUTES DISCUSSION.

11:30 a.m. - Committee # 14 - DELINQUENT TAX PROPERTY

1. Resolution approving the sale of THIRTEEN Delinquent Tax Parcels totaling \$22,775.00 from Tax Sale (s) 89.5, 96.2, 98.2, 0201, 0205, 0206, 0302 and 0303 pursuant to the provisions of TCA 67-5-2507. Sponsored by Commissioner J. W. Gibson, II. MAXIMUM 5 MINUTES DISCUSSION
2. Resolution approving the sale of TWELVE Delinquent Tax Parcels totaling \$88,500.00 from Tax Sale (s) 96.2, 0101, 0201, 0204, 0205, 0206, 0302, AND 0305 pursuant to the provisions of TCA 67-5-2507. Sponsored by Commissioner J.W. Gibson, II. MAXIMUM 5 MINUTE DISCUSSION
3. Resolution approving the sale of eleven Delinquent Tax Parcels totaling \$103,500.00 from Tax Sale (s) 0005, 0101, 0201, 0205, 0303, 0304, and 0305 pursuant to the provisions of TCA 67-5-2507. Sponsored by Commissioner J. W. Gibson, II. MAXIMUM 5 MINUTE DISCUSSION

11:45 a.m. - Committee # 11 - CORE CITY, NEIGHBORHOODS & HOUSING

1. DISCUSSION - Design and review committee. MAXIMUM 20 MINUTE DISCUSSION

SUMMARY

I. Description of Item

The TCO (Technology Coordinating Office) was established to provide to the County Commission a source of independent advice on technology strategy and tactics; to reduce costs and maximize the effectiveness of information technology. The TCO has reviewed over 50 I.T. related projects since its inception and has generated savings / cost avoidance estimated to exceed \$2 million.

In fiscal '09, the TCO will continue project reviews, including O&M and CIP expenditures and initiate the second phase of the Enterprise Plan. Utilizing the results obtained from the inventory of Shelby County IT resources and the SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis completed in FY08, the second phase will establish a framework for how best to develop, implement and support existing and new applications and data stores. A recommendation will be developed for cost effective development technologies and database platforms for use within Shelby County. Finally a technical and organizational framework for effectively monitoring and supporting the infrastructure will be developed.

II. Source and Amount of Funding

Outside Contracts - 010-201101-6637

III. Contract Items

- A. Type of Contract - Service Agreement
- B. Terms - July 1, 2008 - June 30, 2009

IV. Additional Information Relevant to Approval of this Item

ITEM # _____

PREPARED BY: J. HUNTZICKER

COMMISSIONER _____

APPROVED BY: _____

RESOLUTION TO APPROVE AN AMENDMENT TO THE CONTRACT BETWEEN UNIVERSITY OF MEMPHIS AND SHELBY COUNTY GOVERNMENT FOR CONSULTING SERVICES AND TO APPROPRIATE FUNDS FROM THE FY 2008/2009 OPERATIONS AND MAINTENANCE BUDGET IN THE AMOUNT OF \$249,992.00 AND THIS ITEM REQUIRES EXPENDITURE OF County General Funds in the amount of \$249,992.00. SPONSORED BY COMMISSIONER DEIDRE MALONE.

WHEREAS, Shelby County Government entered into a contract with University of Memphis in June, 2006 to provide consulting services for the purpose of assessing County-wide information technology expenditures in areas of distributed computing, centralized systems and servers, wide area data networks, telecommunications and help desk, etc.; and

WHEREAS, the County has received substantial benefit from the services rendered to date and wishes to extend the term of said contract and also expand the list of services to be provided as outlined in Exhibit A - Year 3 (attached); and

WHEREAS, the June, 2006 contract provided for up to five one year extensions;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the contract for consulting services with University of Memphis in the amount of \$249,992.00 for the period commencing upon execution through June 30, 2009, is hereby approved.

BE IT FURTHER RESOLVED, That the amount of \$249,992 is hereby appropriated to University of Memphis from Operations and Maintenance account number 010-201101-6637, Outside Contracts.

BE IT FURTHER RESOLVED, That the Mayor of Shelby County is hereby authorized to execute the aforementioned contract on behalf of Shelby County Government, an executed copy of which is to be placed on file in the Purchasing Department.

BE IT FURTHER RESOLVED, that the Mayor of Shelby County and the Division Director of Administration and Finance are hereby authorized to issue their warrant or warrants in amounts not to exceed \$249,992 pursuant to the said Contract and to take proper credit in their accounting therefore.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED: _____

**Amendment #2
To
SERVICE AGREEMENT
Contract Number: CA074477
Between**

SHELBY COUNTY GOVERNMENT and THE UNIVERSITY OF MEMPHIS

The following terms and conditions, as applicable, (the "Amendment") shall amend the above-referenced contract (hereinafter, the "Agreement") entered into June 20, 2006 between Shelby County Government ("County") and The University of Memphis ("University") and are incorporated by reference and made an integral part of that Agreement. The terms and conditions of this Amendment shall control in the event of any conflict with any term or condition of the Agreement. Those terms and conditions of the Agreement not amended herein shall remain in full force and effect.

NOW THEREFORE, the parties agree to modify and/or amend the Agreement as follows:

A. The following provisions of the Agreement are modified as follows:

- 1. Article 2, first sentence, shall be revised to add Year 3 funding and shall read:
"County shall pay University \$195,438 for Year 1, \$249,992 for Year 2,
and \$249,992 for Year 3 for Service performed by University's personnel
for County."**

- 2. Article 4 shall be revised to add Year 3 and shall read:**

**"The term of this Agreement shall commence on August 1, 2006 and shall
expire June 30, 2009."**

**B. Exhibit A – Year 3 shall be appended to the Agreement to incorporate the
additional Service to be performed for Year 3.**

Subject to the modifications set forth in this Amendment, the above-referenced original Agreement between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicate counterpart original by their duly authorized representatives.

THE UNIVERSITY OF MEMPHIS

SHELBY COUNTY GOVERNMENT

By: _____
Shirley C. Raines, President

By: _____
A C Wharton, Jr., Mayor

Date

Date

Approved as to Legal Form
Efficacy and Propriety

Contract Administrator
Assistant County Attorney

EXHIBIT A – Year 3

Technology Coordination Office Scope of Work

University shall continue the work for the Technology Coordination Office (TCO) in accordance with the scope of work outlined in Exhibit A of the Service Agreement.

In addition, during Year 3 the Technology Coordination Office will conduct the second phase of the enterprise planning project. The second phase will establish a framework for how best to develop, implement and support existing and new applications and data stores. A recommendation will be developed for cost effective development technologies and database platforms for use within Shelby County. Finally a technical and organizational framework for effectively monitoring and supporting the infrastructure will be developed.

SUMMARY SHEET

I. Description of Item

Resolution approving a contract with Memphis Chamber Foundation and appropriating funds in an amount not to exceed \$1,000,000.00 for facilitation and implementation of the Fast Forward Plan developed in cooperation with the City of Memphis, Memphis Tomorrow, and the Memphis Regional Chamber entitled Memphis ED.

II. Source and Amount of Funding

Funds for this project are available in Account No. 092-201201-9125. The amount is \$1,000,000.00. Funding for this project was approved in the fiscal '09 budget.

III. Contract Items

- A. Type of Contract – professional services
- B. Terms – Full execution of the contract through June 30, 2009

IV. Additional Information Relevant to approval of this item

Compliance with this contract fulfills a portion of the Scope of Services required under an agreement between the County, the City of Memphis, and the Chamber, approved by the Shelby County Board of Commissioners on September 10, 2007.

The Mayor and the Administration recommend approval of this contract.

ITEM # _____

PREPARED BY: _____

COMMISSIONER _____

APPROVED BY: _____

RESOLUTION APPROVING A CONTRACT AND APPROPRIATING FUNDS IN AN AMOUNT NOT TO EXCEED \$1,000,000.00 WITH MEMPHIS CHAMBER FOUNDATION FOR FACILITATION OF ECONOMIC DEVELOPMENT IN MEMPHIS AND SHELBY COUNTY AND THIS ITEM REQUIRES EXPENDITURE OF COUNTY GENERAL FUNDS EARMARKED FOR ECONOMIC DEVELOPMENT IN AN AMOUNT NOT TO EXCEED \$1,000,000. SPONSORED BY COMMISSIONER JAMES HARVEY.

WHEREAS, The Shelby County Board of Commissioners previously approved a contract to the Memphis Chamber Foundation by Resolution #28 adopted on November 5, 2007; and

WHEREAS, The County desires to facilitate economic development in Memphis and Shelby County, Tennessee; and

WHEREAS, It is in the best interest of the County to implement the new economic development initiative of the Fast Forward Plan developed in cooperation with the City of Memphis, the County of Shelby, Memphis Tomorrow, and the Memphis Regional Chamber entitled MemphisED; and

WHEREAS, The Memphis Chamber Foundation has the knowledge and expertise to provide such services; and

WHEREAS, The period of award is from full execution of the contract through June 30, 2009 with the provision of two (2) one (1) year options to renew.

WHEREAS, Funds are available in Account No. 092-201201-9125 contingent upon approval of the 2008-2009 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the contract with Memphis Chamber Foundation is hereby approved.

BE IT FURTHER RESOLVED, That the amount of \$1,000,000.00 is hereby appropriated from Account No. 092-201201-9125, for said contract.

BE IT FURTHER RESOLVED, That the following items must be met by the Chamber to ensure the County's pledge of \$1,000,000.00:

1. Memphis Chamber Foundation shall provide an outline of the structure of the decision making process with the recipient agencies pursuant to the proposals as outlined in the MemphisED Plan.
2. Distribution of the County's One Million Dollars (\$1,000,000.00) shall be on a two to one match with the private sector contributing two parts and the County contributing one part.
3. Chamber shall provide the County with a timeline and a detailed project list demonstrating how and when County's money will be spent.
4. No County funding shall be spent on any indirect or direct political activity.
5. The County reserves the right to withdraw funding from any entity that the Commission may deem to not be in the best interest of public policy.

6. County funding will not be used to fund MPACT Memphis, nor shall any other MemphisED Plan funds be used to fund the politics engaged by MPACT Memphis.
7. Revise Section VI, Goal C, Strategy (9) of Attachment A under subsection entitled Accountable Organizations so that subsection includes both the Memphis Music Commission and the Memphis Music Foundation.
8. No County Funds shall be allocated to the Beale Street Landing Project, Riverfront Development Corporation or Riverfront Promenade Project.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute the aforementioned contract on behalf of Shelby County Government for the purposes herein contained, an executed copy of which shall be placed on file in the Contract Administration Department.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants in an amount not to exceed \$1,000,000.00 to Memphis Chamber Foundation herein pursuant to the aforementioned contract and to take proper credit in their accounting therefore.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED: _____

**AGREEMENT
BETWEEN
SHELBY COUNTY GOVERNMENT
AND
MEMPHIS CHAMBER FOUNDATION**

This Agreement, made and entered into this ____ of July , 2008 by and between Shelby County Government, party of the first part, herein referred to as "COUNTY", and Memphis Chamber Foundation, whose office is located at 22 North Front Street, Memphis, Tennessee 38103, party of the second part, herein referred to as "CHAMBER", for the purpose of facilitating economic development in Memphis and Shelby County.

WITNESSETH:

WHEREAS, The COUNTY desires to facilitate Economic Development in Memphis and Shelby County; and

WHEREAS, it is in the best interest of the COUNTY to implement the new economic development initiative of the Fast Forward Plan developed in cooperation with the City and County, Memphis Tomorrow, and the Memphis Regional Chamber entitled Memphis ED, and

WHEREAS, the COUNTY is authorized to enter into this Agreement; and

WHEREAS, the CHAMBER has the credentials, capabilities, experience, personnel, and abilities required to undertake the Scope of Services in the required time frame; and

WHEREAS, the CHAMBER is agreeable to undertake the professional services as outlined in the attached Scope of Services, hereinafter referred to as Attachment A-Memphis ED Plan, and under conditions and fees satisfactory to the COUNTY.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

The Parties agree that the CHAMBER will act as the Fiscal Agent/Compliance Manager for overseeing contract funds provided by County for implementations of the Memphis Fast Forward plan and to conduct specific tasks in the Scope of Services as assigned by the Steering Committee referenced in said plan.

The Memphis Fast Forward Steering Committee shall be comprised of the following: City of Memphis, Mayor; City of Memphis, Chair or City Council or Designee; Shelby County, Mayor; Shelby County Chair of County Commission or Designee; Tennessee Commissioner of Economic and Community Development; Memphis Regional Chamber, Chair; Top Five Private Sector Investor Companies CEO's; leadership from other major Public and Private Investor Entities.

SECTION II. CHAMBER'S SERVICES

The services to be provided in connection with the Agreement will include those items listed in the Attachment A-Memphis ED Plan.

SECTION III. TIME OF BEGINNING AND COMPLETION

The term of this Contract will begin on the date of execution and shall extend through June 30, 2009 with the option to renew for two (2) one (1) year periods. The CHAMBER agrees to begin work on the Project within five (5) calendar days after receiving written authorization to proceed with the Project as authorized by the COUNTY through the Administrator of the Memphis and Shelby County Division of Planning and Development. The CHAMBER agrees to prosecute each of its assignments in an orderly and expeditious manner, on a schedule mutually agreed upon between the CHAMBER and the Division of Planning and Development.

SECTION IV. COUNTY FUNDING and REPORTING REQUIREMENTS

COMPENSATION

The CHAMBER acknowledges that compliance with this Agreement fulfills a portion of the Scope of Service required under that Agreement between County, City and CHAMBER, dated August 22, 2007, hereinafter referred to as Attachment B, and no other compensation is due for the services rendered.

COUNTY FUNDING

COUNTY acknowledges that has pledged a total of One Million Dollars (\$1,000,000) to the Memphis Fast Forward project for its fiscal year ending June 30, 2009 and, pending satisfactory progress on the services to be provided hereunder, agrees to fund this amount as indicated below.

CHAMBER shall submit quarterly progress reports indicating progress made on the Scope of Services along with quarterly invoices. COUNTY acknowledges that the invoices shall reflect the total of any previous payments. The COUNTY shall pay the amount, which is due and payable at the beginning of the quarter upon its approval of each invoice. The making of any partial payments by the COUNTY and the receipt thereof by the CHAMBER shall not constitute acceptance of the Project or of any portion thereof, and shall not lessen any obligation of the CHAMBER under this Agreement, including, but not limited to replacing or correcting work which does not conform to this Agreement, though the character of such work may not have been apparent or detected at the time such payment was made.

No compensation shall be due or payable to CHAMBER pursuant to this Contract for any CHAMBER'S Services performed by the CHAMBER in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CHAMBER to properly fulfill any of his obligations as set forth in this Contract.

FUNDING REQUIREMENTS

The following items must be met by the Chamber to ensure and to continue the County's pledge of One Million Dollars (\$1,000,000) to the Memphis Fast Forward Project:

- Memphis Chamber Foundation shall provide an outline of the structure of the decision making process with the recipient agencies pursuant to the proposals as outlined in the Memphis ED Plan.
- Distribution of the County's One Million Dollars (\$1,000,000.00) shall be on a two to one match with the private sector contributing two parts and the County contributing one part
- Chamber shall provide the County with a timeline and a detailed project list demonstrating how and when County's money will be spent
- No County funding shall be spent on any indirect or direct political activity
- County reserves the right to withdraw funding from any entity that the Commission may deem to not be in the best interest of public policy
- County funding will not be used to fund MPACT Memphis, nor shall any other Memphis ED Plan funds be used to the politics engaged by MPACT Memphis.
- Revise Section VI, Goal C, Strategy (9) of Attachment A under subsection entitled *Accountable Organizations* so that subsection includes both the Memphis Music Commission and the Memphis Music Foundation
- No County Funds shall be allocated to Beale Street Landing Project, Riverfront Development Corporation, or Riverfront Promenade Project.

REPORTING REQUIREMENTS

The CHAMBER shall prepare and submit quarterly reports of its activities, funded under this Agreement, to the Director, Division of Planning and Development and to Contracts Administration, as found in Section V, 23 Notice of this Agreement. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Agreement may be subject to audit by the Director of the Division of Administration and Finance. The COUNTY shall have the right to withhold future disbursement of funds under this Agreement and any future Agreements until this provision has been met.

SECTION V. MISCELLANEOUS PROVISIONS

The CHAMBER and COUNTY mutually agree as follows:

1. CONTROL

All services by the CHAMBER will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of same.

2. INDEPENDENT STATUS

Nothing in this Agreement shall be deemed to represent that the CHAMBER, or any of the CHAMBER'S employees or agents, are the agents, representatives, or employees of the COUNTY. The CHAMBER will be an independent contractor over the details and means for performing its obligations under this Agreement. Anything in this Agreement which may appear to give the COUNTY the right to direct the CHAMBER as to the details of the performance of its obligations under this Agreement or to exercise a measure of control over the CHAMBER is solely for purposes of compliance with local, state and federal regulations and means that the CHAMBER will follow the desires of the COUNTY only as to the intended results of the scope of this Agreement.

It is further expressly agreed and understood by the CHAMBER that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that the CHAMBER has been retained by the COUNTY to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the COUNTY by the CHAMBER for services performed shall be on the CHAMBER'S letterhead.

3. TERMINATION OR ABANDONMENT

It shall be cause for the immediate termination of this Agreement if, after its execution, COUNTY determines that either the CHAMBER or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

It shall cause for the immediate termination of this Agreement if, after its execution, COUNTY determines that the CHAMBER subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Agreement without the COUNTY'S consent or approval.

It shall be cause for the immediate termination of this Agreement if, after its execution, COUNTY determines that the CHAMBER filed bankruptcy, becomes insolvent or makes an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of the CHAMBER assets.

The COUNTY may terminate the Agreement upon five (5) days written notice by the COUNTY or its authorized agent to the CHAMBER for the CHAMBER'S failure to provide the services specified under this Agreement. This Agreement may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the CHAMBER shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the CHAMBER shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

All work accomplished by the CHAMBER prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for services rendered.

Notwithstanding the above, the CHAMBER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the CHAMBER and the COUNTY may withhold any payments to the CHAMBER for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the CHAMBER is determined.

4. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

Chamber shall provide subcontracts to MemphisED partners as specified by the Memphis Fast Forward Steering Committee. The Memphis Fast Forward Steering Committee shall determine services to be obtained from MemphisED Partners on an annual basis and, from time to time based upon quarterly progress reports, may amend services delegated to MemphisED Partners.

5. CONFLICT OF INTEREST

The CHAMBER covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The CHAMBER warrants that no part of the total agreement amount provided herein shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or to the CHAMBER in connection with any work contemplated or performed relative to this Agreement.

6. COVENANT AGAINST CONTINGENT FEES

The CHAMBER warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CHAMBER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CHAMBER any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

7. EMPLOYMENT OF COUNTY WORKERS

The CHAMBER will not engage, on a full or part-time, or other basis during the period of the Agreement, any professional or technical personnel who are or have been at any time during the period of the Agreement in the employ of the COUNTY.

8. ACCESS TO RECORDS

During all phases of the work and services to be provided under this Agreement, the CHAMBER agrees to permit duly authorized agents and employees of the COUNTY, to enter the CHAMBER'S offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CHAMBER will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Agreement and make such materials available at their offices at all reasonable times during the period of this Agreement and for three (3) years from the date of payment under this Agreement for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Agreement, or any authorized agents thereof; copies of said records to be furnished if requested.

9. ARBITRATION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CHAMBER and the COUNTY will be referred to the COUNTY Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

The CHAMBER shall indemnify, defend, save and hold harmless the COUNTY, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages – including but not limited to Title VII and 42 USC 1983 prohibited acts – arising out of or resulting from any wrongful conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that

occur in connection with or in breach of this Agreement or in the performance of the duties hereunder, whether performed by the CHAMBER or its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Agreement.

The CHAMBER expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CHAMBER shall in no way limit the responsibility to indemnify, defend, save and hold harmless the COUNTY or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

The COUNTY has no obligation to provide legal counsel or defense to the CHAMBER or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this agreement against the CHAMBER as a result of or relating to obligations under this Agreement.

Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against the CHAMBER as a result of or relating to obligations under this Agreement. The CHAMBER shall immediately notify the COUNTY, c/o Shelby COUNTY Government, Contracts Administration as found in Section V,23 Notice of this Agreement, of any claim or suit made or filed against the CHAMBER or its subcontractors regarding any matter resulting from or relating to the CHAMBER'S obligations under this Agreement and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

11. GENERAL COMPLIANCE WITH LAWS

If required, the CHAMBER certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

The CHAMBER is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

This Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Agreement the CHAMBER agrees that all actions, whether sounding in Agreement or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement will be instituted and litigated in the courts of the State of Tennessee, located in Shelby COUNTY, Tennessee, and in no other. In accordance herewith, the parties to this

Agreement submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

12. NONDISCRIMINATION

The CHAMBER hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the CHAMBER on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The CHAMBER shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

13. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties as to the Project.

14. AMENDMENT

This Agreement may be modified or amended, only if the amendment is made in writing and is signed by both parties. Such modification shall be effective only after receipt by CHAMBER and COUNTY'S notice to proceed.

15. SEVERABILITY

If any provision of this Agreement is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

16. WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Agreement, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Agreement or of such document. No delay or failure to enforce any provision in this Agreement

or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Agreement or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

17. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

18. SUBJECT TO FUNDING

This Agreement is subject to annual appropriations of funds by COUNTY Government. In the event sufficient funds for this Agreement are not appropriated by the COUNTY Government for any of its fiscal period during the term hereof, then this Agreement will be terminated. In the event of such termination, the CHAMBER shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

19. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Agreement and made a part hereof.

20. OWNERSHIP AND DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by CHAMBER, CHAMBER understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by CHAMBER due to Services performed pursuant to this Agreement will immediately become the property of the COUNTY on behalf of Memphis and Shelby County Division of Planning Development, its member entities and as such are subject to being divulged as a public record in accordance with the laws of the State of Tennessee.

The CHAMBER agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type produced under this Contract, whether or not the same is accepted or rejected by COUNTY, shall remain the property of COUNTY on behalf of the Memphis and Shelby County Division of Planning and Development and shall not be published by the CHAMBER or any other party without the express prior consent of the Memphis and Shelby County Division of Planning and Development. In implementing the foregoing, the CHAMBER hereby grants and assigns to COUNTY rights to use and publish any and all of such reports, studies, plans, models, drawings, specifications, and other information or data. The signing of this Agreement shall

constitute a transfer of ownership, and copyright of all documents from CHAMBER to COUNTY upon completion of the Project, excluding information previously developed by the CHAMBER.

All information owned, possessed or used by CHAMBER which is communicated to, learned, developed or otherwise acquired by the CHAMBER in the performance of the Services for COUNTY, which is not generally known to the public, shall be confidential and CHAMBER shall not, beginning on the date of first association or communication between COUNTY and CHAMBER and continuing through the term of this Contract and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for CHAMBER'S own benefit or the benefit of another, any such confidential unless required by law.

The CHAMBER shall obtain assurances similar to those contained in this subsection from persons, contractors and subcontractors retained by the CHAMBER. CHAMBER acknowledges and agrees that a breach by CHAMBER of the provisions of this section will cause COUNTY irreparable injury and damage. CHAMBER, therefore, expressly agrees that COUNTY shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Contract.

21. ORGANIZATION STATUS & AUTHORITY

Organizational Status. The CHAMBER represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

Power and Authority. The execution, delivery and performance of this Agreement by the CHAMBER has been duly authorized by all requisite action and will not violate any provision of law, any order of any court of other agency of government, the organizational documents of the CHAMBER, any provision of any indenture, agreement or other instrument to which the

CHAMBER is a party, or by which the CHAMBER'S respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

22. Living Wage

In accordance with Ordinance Number 328, commonly referred to as the Living Wage Ordinance, all persons/entities engaged in service contracts with the County, including but not limited to both prime and subcontractors, shall pay a Living Wage to employees for all work performed on said service contract, as

defined in the Living Wage Ordinance. Proof of such compensation must be evidenced as required in the Living Wage Ordinance.

23. INSURANCE REQUIREMENTS

The CHAMBER shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the CHAMBER's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the CHAMBER'S or subcontractor may be liable.

The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. Shelby County Government, its elected officials, appointees and employees will be named as additional insured. All policies will provide for thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided. The CHAMBER will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum requirements:

1. Commercial General Liability – Minimum limit of \$1,000,000 per occurrence single limit for bodily injury and property damage. COUNTY shall be named as additional insured.
2. Worker's Compensation – The CHAMBER will provide Worker's Compensation Coverage for all eligible employees in accordance with the laws of the State of Tennessee.
3. Automobile Liability – Maximum limit of \$1,000,000 per occurrence on all owned, hired and non-owned autos. COUNTY to be named additional insured. All Policies will provide for 30 days written notice to COUNTY of cancellation or material change in coverage.

CHAMBER shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

Shelby County Government
Purchasing Department
160 N. Main, Suite 550
Memphis, TN 38103

Upon termination or cancellation of insurance currently in effect under this Contract, the CHAMBER shall purchase an extended reporting endorsement and furnish evidence of same to the County.

24. Notice

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County Government
Chief Administrative Office
Attn: Mr. Jim Huntzicker
160 N. Main, Suite 850
Memphis, Tennessee 38103

With Copy To:

Shelby County Government
Contract Administration
160 N. Main St., Suite 550
Memphis, Tennessee 38103

VENDOR: Memphis Chamber Foundation
Attn: _____
22 North Front Street
Memphis, TN 38103

IN WITNESS WHEREOF, the Parties hereto have affixed their hands and seals at Memphis and Shelby County, Tennessee, the day, month, and year first above written.

(This Agreement executed in multiples)

COUNTY OF SHELBY, TENNESSEE

MEMPHIS REGIONAL CHAMBER

By: _____
A C Wharton, Jr., Mayor

By: _____
John Moore

APPROVED AS TO LEGAL FORM EFFICACY AND PROPRIETY

By: _____
Contract Administrator and/or County Attorney

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the said COUNTY, in the State aforesaid, duly commissioned and qualified. Personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and official seal of office this ____ day of _____, 2007.

Notary Public

My Commission Expires

Item # _____

Prepared by: Bill Goss/Lee Hinson

Commissioner: _____

Approved by: _____

RESOLUTION APPROVING THE SALE OF 9.55 ACRES OF UNIMPROVED REAL PROPERTY LOCATED ON THE WEST SIDE OF HERBERT ROAD, APPROXIMATELY 185 FEET SOUTH OF THE CENTERLINE OF FISCHER STEEL ROAD, TO MERCANTILE MANAGEMENT COMPANY, LLC FOR \$575,000.00.

Sponsored By: Commissioner Deidre Malone

WHEREAS, Shelby County, Tennessee, owns a 9.55 acre tract of unimproved real property located on the west side of Herbert Road, approximately 185 feet south of the centerline of Fischer Steel Road, and further identified as Tax Parcel No. 091028 00005 (See Exhibit "A"); and

WHEREAS, The said 9.55 acre tract of real property has been declared surplus and not needed for a public purpose by Shelby County Mayor, A C Wharton, Jr.; and

WHEREAS, In accordance with County policy, this surplus 9.55 acre tract of unimproved real property was publicly advertised for sale, soliciting sealed bids to purchase the same but only one sealed bid was received and opened establishing a high bid for the same in the amount of \$ 575,000.00 from MERCANTILE MANAGEMENT COMPANY, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the sale of the aforementioned 9.55 acre tract of unimproved real property to MERCANTILE MANAGEMENT COMPANY, LLC for the sum of \$ 575,000.00 be and the same is hereby approved.

BE IT FURTHER RESOLVED, That the Mayor be and he is authorized to execute the attached Contract of Sale and Quit Claim Deed, conveying the same, along with any other documents necessary for the closing of the sale described herein.

BE IT FURTHER RESOLVED, That the proceeds from this sale totaling \$ 575,000.00 shall be credited to Account No. 010-307312-4254.

A C Wharton, Jr. County Mayor

Date: _____

ATTEST:

ADOPTED _____

Clerk of County Commission

PROPERTY DESCRIPTION

Part of Tract #1, East Memphis Industrial District Subdivision as shown on Plat of record in Plat Book 34, Page 2, in the Register's Office of Shelby County, Tennessee, which part being more particularly described as follows:

BEGINNING at a point of in southwest corner of Tract #1 of said Industrial District; thence northwardly along the west line corner of Tract #1 of said Industrial District a distance of eight hundred sixty three and six tenths (836.6) feet to a point; thence eastwardly at right angles to last named line a distance of six hundred twelve (612) feet to a point in the west line of Herbert Road in said Industrial District; thence southwardly along the west line of Herbert Road a distance of two hundred and fifty three (253) feet to a point; thence in a general southerly direction along the west line of Herbert Road the following directions and distances; thence along a curve to the right a distance of two hundred fifty one and fifty nine hundredths (251.59) feet to a point; thence southwestwardly along a straight line a distance of seventy two and six tenths (72.6) feet to a point; thence in a generally southern direction along a curve to the left a distance of three hundred seven and nineteen hundredths (307.19) feet to a point; thence in a southerly direction a distance of thirteen and thirty six hundredths (13.36) feet to a point at the intersection of the west line of Herbert Road and the south line of Tract #1 of said Industrial District; thence in a westerly direction along the south line of said Industrial District a distance of three hundred thirty four and nineteen hundredths (334.19) feet to a point of BEGINNING.

Containing 9.55 acres, more or less.

Being the same property conveyed to Shelby County, Tennessee, by Deed of Record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Number F3 4427 and by Amended Consent Order under Cause No. CH-03-0098-2 in the Shelby County Chancery Court Clerk's Office of Shelby County, Tennessee, as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Number 05030669.

Tax Parcel No. 091028 00005

EASEMENT RESERVATION

The above described tract of land is to be sold subject to any and all easements of record as well as easements for any and all existing utility, sanitary sewer and drainage facilities located thereon.

EXHIBIT "A"

SUMMARY SHEET

I. Description of Item

A Resolution approving the sale of an unimproved tract of surplus County owned land 9.55 acres in size, located on the west side of Herbert Road, approximately 185 feet south of the centerline of Fischer Steel Road, within the City of Memphis to Mercantile Management Company, LLC, for \$ 575,000.00; this tract of land was donated to the County in 1968 by the Louisville and Nashville Railroad Company, the developer of this Industrial Subdivision, for the County's use in constructing and operating thereon a sewer lagoon to serve the occupants of this Industrial Subdivision; this sewer lagoon was abandoned in or around 1997 when the City of Memphis picked up sewer service to this Industrial Subdivision and bypassed the lagoon; subsequently, in 2002 this property was declared surplus and marketed unsuccessfully "as-is" with the existing sewer lagoon thereon; in 2006 the County eliminated the sewer lagoon and remarketed the property; in February, 2008 the County had this property reappraised by Bouldin & Associates concluding the property's current market value to be in the range of \$ 575,000.00 to \$ 670,000.00; prior to going through this latest Ad & Bid process, the highest offer received to purchase this property was \$ 500,000.00; although three prospective purchasers had indicated an interest in purchasing this property, only Mercantile Management Company, LLC, submitted a sealed bid in response to the County's advertisement; Mr. Tripp Thornton, President of Mercantile Management Company, LLC has advised that his company plans to use this property to develop thereon a sports performance complex that will complement the other sports related re-developmental initiatives presently taking shape within this industrial subdivision.

II. Source and Amount of Funding

N/A

III. Contract Items

Contract of Sale

Quit Claim Deed

IV. Additional Information Relevant to Approval of this Item

I. Description of Item

Administration recommends approval of this Resolution

II. Source and Amount of Funding

N/A

PROPERTY DRAWING

SUBJECT



QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Shelby County, Tennessee, a Political Subdivision of the State of Tennessee, (hereafter referred to as "Grantor"), for and in consideration of FIVE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$ 575,000.00), does hereby bargain, sell, remise, quit claim and convey unto _____, (hereinafter referred to as "Grantee"), all the Grantor's right, title and interest in and to the following described real estate located in the City of Memphis, County of Shelby, State of Tennessee, to-wit:

Part of Tract #1, East Memphis Industrial District Subdivision as shown on Plat of record in Plat Book 34, Page 2, in the Register's Office of Shelby County, Tennessee, which part being more particularly described as follows:

BEGINNING at a point of in southwest corner of Tract #1 of said Industrial District; thence northwardly along the west line corner of Tract #1 of said Industrial District a distance of eight hundred sixty three and six tenths (836.6) feet to a point; thence eastwardly at right angles to last named line a distance of six hundred twelve (612) feet to a point in the west line of Herbert Road in said Industrial District; thence southwardly along the west line of Herbert Road a distance of two hundred and fifty three (253) feet to a point; thence in a general southerly direction along the west line of Herbert Road the following directions and distances; thence along a curve to the right a distance of two hundred fifty one and fifty nine hundredths (251.59) feet to a point; thence southwestwardly along a straight line a distance of seventy two and six tenths (72.6) feet to a point; thence in a generally southern direction along a curve to the left a distance of three hundred seven and nineteen hundredths (307.19) feet to a point; thence in a southerly direction a distance of thirteen and thirty six hundredths (13.36) feet to a point at the intersection of the west line of Herbert Road and the south line of Tract #1 of said Industrial District; thence in a westerly direction along the south line of said Industrial District a distance of three hundred thirty four and nineteen hundredths (334.19) feet to a point of BEGINNING.

Containing 9.55 acres, more or less.

Being the same property conveyed to Shelby County, Tennessee, by Deed of Record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Number F3 4427 and by Amended Consent Order under Cause No. CH-03-0098-2 in the Shelby County Chancery Court Clerk's Office of Shelby County, Tennessee, as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Number 05030669.

Tax Parcel No. 091028 00005

EASEMENT RESERVATION

The above described tract of land is to be sold subject to any and all easements of record as well as easements for any and all existing utility, sanitary sewer and drainage facilities located thereon.

Grantor makes no claim or warranty relative to the environmental condition of the above described property. Conveyance of the above described property is made without warranties of any kind, whatsoever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by the affixing thereto of the signature of the Mayor of the County of Shelby, the said Mayor being authorized so to do pursuant to Section 4.03-18 of Chapter 260 of the Private Acts of 1974 in accordance with the approval of the Shelby County Board of Commissioners, on the ____ day of _____, 2008, in Resolution # ____.

Grantor: Shelby County, Tennessee

Approved as to Form By:

BY: _____
Assistant County Attorney

BY: _____
A C Wharton, Jr., County Mayor

Other County Approvals:

BY: _____
County Real Estate Manager

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR., Mayor of the County of Shelby**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the County of Shelby**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such **Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Shelby County by himself as such **Mayor** of said County of Shelby.

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this ____ day of _____, 2008.

Notary Public

MY COMMISSION EXPIRES:

(FOR RECORDING DATA ONLY)

Property Address:

Vacant Land

Tax Parcel No.:

091028 00005

Mail Tax Bills to: (Person or Agency
responsible for payment of taxes)

I, or we hereby swear or
affirm that, to the best
of affiant's knowledge,
information, and belief,
the actual consideration
for this transfer is

\$ _____,

Affiant

Owner's Name and Address:

Subscribed and sworn to
before me this _____ day of
_____, 2008

This instrument prepared by:

Shelby County Government
584 Adams Avenue
Memphis, TN 38103
Phone No. (901) 545-3498

Notary Public

My Commission expires:

Surplus County Owned Property – 9.55 acres
West Side of Herbert Rd, just south of Fischer Steel Rd.





CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 3rd day of June, 2008, by and between County of Shelby, a Political Subdivision of the State of Tennessee, hereinafter referred to as “SELLER”, and MERCANTILE MANAGEMENT COMPANY, LLC, hereinafter referred to as “PURCHASER”; title to be vested in the name of MERCANTILE MANAGEMENT COMPANY, LLC or its designee.

W I T N E S S E T H:

SELLER, in consideration of **FIVE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$ 575,000.00)**, to be paid as hereinafter provided, hereby agrees to sell and convey, and PURCHASER agree to purchase all that certain parcel of land situated in Memphis, Tennessee, and more particularly described as follows:

Part of Tract #1, East Memphis Industrial District Subdivision as shown on Plat of record in Plat Book 34, Page 2, in the Register's Office of Shelby County, Tennessee, which part being more particularly described as follows:

BEGINNING at a point of in southwest corner of Tract #1 of said Industrial District; thence northwardly along the west line corner of Tract #1 of said Industrial District a distance of eight hundred sixty three and six tenths (836.6) feet to a point; thence eastwardly at right angles to last named line a distance of six hundred twelve (612) feet to a point in the west line of Herbert Road in said Industrial District; thence southwardly along the west line of Herbert Road a distance of two hundred and fifty three (253) feet to a point; thence in a general southerly direction along the west line of Herbert Road the following directions and distances; thence along a curve to the right a distance of two hundred fifty one and fifty nine hundredths (251.59) feet to a point; thence southwestwardly along a straight line a distance of seventy two and six tenths (72.6) feet to a point; thence in a generally southern direction along a curve to the left a distance of three hundred seven and nineteen hundredths (307.19) feet to a point; thence in a southerly direction a distance of thirteen and thirty six hundredths (13.36) feet to a point at the intersection of the west line of Herbert Road and the south line of Tract #1 of said Industrial District; thence in a westerly direction along the south line of said Industrial District a distance of three hundred thirty four and nineteen hundredths (334.19) feet to a point of BEGINNING.

Containing 9.55 acres, more or less.

Being the same property conveyed to Shelby County, Tennessee, by Deed of Record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Number F3 4427 and by Amended Consent Order under Cause No. CH-03-0098-2 in the Shelby County Chancery Court Clerk's Office of Shelby County, Tennessee, as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Number 05030669.

Tax Parcel No. 091028 00005

EASEMENT RESERVATION

The above described tract of land is to be sold subject to any and all easements of record as well as easements for any and all existing utility, sanitary sewer and drainage facilities located thereon.

PURCHASER, in consideration of the mutual agreements of **SELLER** hereinafter set forth, agrees to pay **FIVE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$ 575,000.00)**, Net, of which **FIFTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$ 57,500.00)** as earnest money to be paid to **SELLER**, the receipt of which is hereby acknowledged, with the balance to be paid upon due execution of a Quit Claim Deed to be delivered to **PURCHASER** by **SELLER**.

SELLER, in consideration of the of the aforesaid promises of **PURCHASER**, hereby agrees to deliver to **PURCHASER** within one hundred and eighty (180) calendar days of the date of this Contract a Quit Claim Deed conveying all of **SELLER'S** right, title and interest in and to the hereinabove described parcel of land, free and clear of any and all encumbrances, except for any and all easements of record as well as easements for all existing utility, sanitary sewer and drainage facilities located thereon.

SELLER, in consideration of the of the aforesaid promises of **PURCHASER**, hereby grants unto **PURCHASER** and unto its contractors, employees and agents, an immediate right to enter upon the hereinabove described parcel of land for the purpose of performing an environmental and soil compaction survey. **PURCHASER** agrees to indemnify and hold **SELLER** harmless from any claims arising out of the acts of **PURCHASER** or its contractors, employees and agents in carrying out this environmental and soil compaction survey. This right of access shall automatically terminate on October 3, 2008 or upon the completion date of the environmental and soil compaction survey, whichever date occurs first. Should the environmental and soil compaction survey conclude unacceptable results in the sole opinion of **PURCHASER**, then and in that event, **PURCHASER** may rescind this Contract, on or before November 3, 2008, by giving **SELLER** notice by registered mail and in such case the above referenced earnest money shall be returned to **PURCHASER**.

PURCHASER agrees to pay all closing costs, including but not limited to the cost of any title searches, property surveys, sale advertisements and cost of recording the Quit Claim Deed.

Although **SELLER**, to the best of its knowledge, without benefit of a specific environmental assessment, knows of **No Hazardous Substances** located on or that have been previously stored, processed or disposed of on or discharged from (including ground water contamination) the subject property, **SELLER** makes no claim or warranty relative to the environmental condition of said property.

This Agreement is contingent upon approval of this real property sale within sixty (60) calendar days of the date of this Contract by the Board of County Commissioners of Shelby County, as evidenced by a Board Resolution approving the same.

Should **SELLER** not fulfill the terms and conditions of this Agreement as recited herein, then and in that event, **PURCHASER** may rescind this Contract by giving **SELLER** notice by registered mail and in such case the above referenced earnest money shall be returned to **PURCHASER**. Should **PURCHASER** not fulfill the terms and conditions of this Agreement as recited herein or fail to close this sale transaction within one hundred and eighty (180) calendar days of the date of this Contract, then and in either of such events, **SELLER** may rescind this Contract by giving **PURCHASER** notice by registered mail and in such case the above referenced earnest money shall be retained by **SELLER** as liquidated damages.

All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto, being duly authorized so to do, have caused this instrument to be executed the day and year first above written.

SELLER:

**County of Shelby, a Political Subdivision of
the State of Tennessee**

BY: _____
A C Wharton, Jr., County Mayor

Approved as to Form:

Assistant County Attorney/
Contract Administrator

Other County Approvals:

Manager of Real Estate Services

Administrator, Land Bank Department

PURCHASER:

Mercantile Management Company, LLC

BY: _____

Print Name:

Tripp Thornton

Title:

President

SUMMARY SHEET

I. Description of Item

This is an Amendment to provide funding for ongoing document management software implementation and consulting services.

The Information Technology department will direct the vendor in the implementation of various document management systems for Shelby County Administration and Elected Officials.

Because of their knowledge and expertise, CIMS Global Technology Solutions, Inc. is the preferred vendor for this system.

The original contract was executed in October, 2004 and allowed five (5) one (1) year renewals.

II. Source and Amount of Funding

Amount Expended/Budget Line Item

The Information Technology FY2008–2009 Operations and Maintenance Budget:

010-201807-6634, Outside Consultant Fees	\$160,000.00
010-201807-6016, Data Processing Supplies	<u>25,000.00</u>
Total amount:	\$185,000.00

III. Contract Items

A. Type of Contract – Professional Services

B. Terms: July 1, 2008 through June 30, 2009, with the option to renew

IV. Additional Information Relevant to Approval of this Item

EOC - V-0908-11863

Item #_____

Prepared by Phyllis Shrader

Commissioner _____

Approved by _____
County Attorney

A RESOLUTION APPROVING AN AMENDMENT BETWEEN CIMS GLOBAL TECHNOLOGY SOLUTIONS, INC. AND SHELBY COUNTY GOVERNMENT, INFORMATION TECHNOLOGY DEPARTMENT, FOR DOCUMENT MANAGEMENT CONSULTING SERVICES AND SOFTWARE AND HARDWARE PURCHASES, AND TO APPROPRIATE GENERAL FUNDS IN THE AMOUNT OF \$185,000.00. SPONSORED BY COMMISSIONER JOE FORD.

WHEREAS, The Information Technology Department and other departments of Shelby County has need of consulting services, software, and hardware for the continued implementation of the document management and workflow systems for various County offices (THE "Services"); and

WHEREAS, CIMS Global Technology Solutions, Inc. has knowledge and expertise of said services; and

WHEREAS, Funds for the purchase of these services are available in the Information Technology Department FY2008-2009 Operations and Maintenance budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the Amendment with CIMS Global Technology Solutions, Inc. is hereby approved.

BE IT FURTHER RESOLVED, That the purchase of consulting services from account number 010-201807-6634, Outside Consultant Fees in the amount of \$160,000.00, and Data Processing Supplies from account number 010-201807-6016 in the amount of \$25,000.00 for a total amount of \$185,000.00 to CIMS Global Technology Solutions, Inc. pursuant to said Contract is hereby approved.

BE IT FURTHER RESOLVED, That the amount of \$160,000.00 from account number 010-201807-6634, Outside Consultant Fees, and \$25,000.00 from account number 010-201807-6016 for a total amount of \$185,000.00 is hereby appropriated from said accounts to fund said purchase.

BE IT FURTHER RESOLVED, The Mayor of Shelby County is hereby authorized to execute the Contract between Shelby County Government and CIMS Global Technology Solutions, Inc. to effect purchases of said products and services, an executed copy of which is to be placed on file in the Purchasing Department.

BE IT FURTHER RESOLVED, That the approvals contained in this resolution are contingent upon the adoption of the FY2008-2009 Shelby County Operating Budget.

BE IT FURTHER RESOLVED, The Mayor of Shelby County and the Division Director of Administration and Finance are authorized to issue their warrant or warrants in the amounts of \$160,000.00 from account number 010-201807-6634, Outside Consultant Fees, and \$25,000.00 from account number 010-201807-6016 for a total amount not to exceed \$185,000.00 to CIMS Global Technology Solutions, Inc. for the contracted services, and to take proper credit in their accounting therefor.

A C Wharton, Jr.

County Mayor

Date_____

ATTEST:

Clerk of County Commission

ADOPTED _____

TECHNOLOGY COORDINATION OFFICE

Review and Opinion Regarding the Proposed Contract Amendment for Document Management Consulting Services and the Purchase of Hardware and Software

June 23, 2008

SPONSOR: Eddie Gentry
Manager – Development Center
Central Information Technology
(901) 545-3844

Cost Summary:
FY 2009

O&M
\$ 185,000

FY 2009 Budget Impact
Budgeted?

YES

VENDOR: CIMS Global Technology Solutions, Inc. (CIMS)

This proposal is to renew this contract for the fourth year of its intended 5-year renewal periods, having originally been awarded in October 2004. (As in previous years, a related proposal for a contract renewal with this same vendor for document management system *maintenance and support* is also being brought before the Board of Commissioners at this time.)

OVERVIEW:

In October of 2004, Shelby County entered into a contract with CIMS Global Technology Solutions, Inc. (hereinafter, CIMS) for consulting and software development services, as well as related hardware and software purchases, for a broad array of document management projects. The agreement allowed for five one-year renewals, subject to funding and mutual agreement of both parties. The Central IT organization (CIT) has been satisfied with the services provided to date, and this proposal extends the master contract for the fiscal year 2009. Of the \$185,000 requested, \$160,000 is for programming/consulting services; the remainder (\$25,000) is allocated to miscellaneous purchases of hardware and software.

OPINION: RECOMMENDED

Business Need

Shelby County Administration and Elected Officials have ongoing and critical needs to sustain and improve the efficiency of their respective workflow processes. The development and implementation of document management software is essential to workforce productivity and the ability to respond to the growing business process demands of County departments and the citizens they serve. There is no near-term alternative to the renewal of this contract. The demonstrated knowledge and expertise of CIMS makes them the preferred vendor for these services.

Value for the Financial Outlay

CIMS has served as the provider of electronic document management software and services to CIT and some of its internal County customers for many years. During this time they have developed a working relationship with County users of document management services and acquired system knowledge that is second only to CIT staff. CIMS consultants provide timely assistance since they work side by side with the CIT staff. This eliminates much of the time normally necessary to educate a vendor about an issue or request. The time saved by using a vendor that is familiar with County procedures and systems translates into financial savings for the County. CIMS has one full time consultant on-site, as well as an additional

consultant that is on site periodically. The full time on-site location of the CIMS consultant enables CIT to efficiently coordinate the vendor's priorities and work effort as related to the document management needs currently supported by CIT. The consulting services component of this renewal represents a \$20,000 increase over FY08 which is justified as necessary to complete a greater number of document management projects than were undertaken in previous years. CIT management attests that the cost is consistent with the vendor's contractual commitment to the Most Favored Pricing clause in the original contract.

Due Diligence

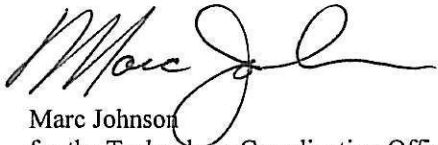
The Technology Coordination Office (TCO) has reviewed CIT's future project listing as regards vendor priorities and deliverables. The TCO understands that CIT management meets regularly to update project priorities and evaluate vendor performance.

Strategic Fit

Continuing use of outside consulting services for the County's document management development and support is consistent with the County's near-term strategy. The TCO will continue to assess the potential for cost effective alternatives as it develops recommendations based on the recently submitted inventory of County-wide technology assets and employee skill sets as part of its County Technology Plan (CTP) activities.

Information Security Considerations

The vendor is well-established, with a record of productive working relationships with the County. The contract with this vendor clearly enforces a due-care requirement to maintain the confidentiality of the County's data. As such, the risk appears to be managed adequately, provided the County adheres to standard security 'best practices' to maintain and monitor its network security.



Marc Johnson
for the Technology Coordination Office

GRATUITY DISCLOSURE FORM**Shelby County Ethics Commission**

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. **NAME**Casto Information Mgmt Systems2. **DATE OF GRATUITY**NA3. **NATURE AND PURPOSE OF THE GRATUITY**4. **NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY**5. **NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**6. **ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

7. DESCRIPTION OF THE GRATUITY

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.


Signature

4-30-08
Date

Ron Casto
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

Amendment to Agreement

THIS AMENDMENT, (hereinafter "Amendment") is made and entered into this day _____ of _____, 2008, by and between Shelby County Government (hereafter "County") and CIMS Global Technology Solutions, Inc. (hereafter "CIMS").

WHEREAS, the parties previously entered into and agreement (hereinafter "Agreement") dated October 8, 2004, for Document Management Consulting Services.

WHEREAS, the Agreement has previously been amended by the parties by written instrument on August 5, 2005 and May 21, 2006

WHEREAS, the parties now desire to enter in to this Amendment to amend the Agreement for Document Management Consulting Services.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby renewed for the period beginning July 1, 2008, until June 30, 2009.
2. The total cost for this renewal period (or) Amendment shall not exceed One Hundred Sixty Thousand and 00/100 (\$160,000.00) Dollars payable in accordance with the terms of the Agreement for professional services. and Twenty Five Thousand and 00/100 (\$25,000.00) Dollars payable in accordance with the terms of the Agreement for supplies.
3. This Amendment shall be subject to and contingent upon adoption of the Fiscal Year 2008-2009 Operating Budget and/or the appropriate future year's Operating Budget of Shelby County Government by the Board of County Commissioners and approval of the cost for this Amendment within said Operating Budget.
4. The terms and conditions of the original Agreement, except as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the ____day of _____, 2008.

**APPROVED AS TO FORM
AND LEGALITY**

SHELBY COUNTY GOVERNMENT

Contract Administrator
Assistant County Attorney

A C Wharton, Jr., Mayor

CIMS Global Technology Solutions, Inc.

By: _____

Title: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriated Corporate action and/or Resolution to execute the preceding instrument of the _____, the within named bargainor, a corporation, and that he as such _____, executed foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and official seal at office this _____ day of _____, 2008.

Notary Public

My Commission Expires: _____

SUMMARY SHEET

I. Description of Item

This amendment with Casto Information Systems, Inc. (CIMS) is to provide annual licenses, maintenance and support of hardware and software that support the County's document management system.

This system, which is used by various departments of County government was purchased to minimize paper and widen distribution of data, while reducing overall cost.

The departments currently using this system: The Board of Commissioners, Human Resources, Information Technology, Mayor's Office, General Sessions Court, Various Clerk's Offices, Archives and Public Records, County Clerk for Business Taxes, the Public Defender's Office and various other offices throughout Shelby County.

Because of ongoing deployment of new licenses for Liquid Office and scanners in various departments, the maintenance has increased significantly.

II. Source and Amount of Funding

A. Amount Expended/Budget Line Item

\$181,087.20 from Account No. 010-201804-6780, Operations and Maintenance

B. All Costs (Direct/Indirect):

Same as above

C. Additional or Subsequent Obligations or Expenses of Shelby County:

None

III. Contract Items

A. Type of Contract: **Maintenance and Support**

B. Term: **July 1, 2008 through June 30, 2009**

IV. Additional Information Relevant to Approval of this Item

EOC-V-0908-11863

NOTE: This amount reflects an increase of \$52,931.00 over last fiscal year maintenance cost due to the additional systems covered under the maintenance contract.

Item #_____

Prepared by Phyllis Shrader

Approved by _____
County Attorney

A RESOLUTION APPROVING AN AMENDMENT IN THE AMOUNT OF \$181,087.20 WITH CASTO INFORMATION MANAGEMENT SYSTEMS, INC (CIMS), FOR MAINTENANCE AND SUPPORT OF HARDWARE AND SOFTWARE FOR THE COUNTY'S DOCUMENT MANAGEMENT SYSTEM AND THIS ITEM REQUIRES EXPENDITURE OF COUNTY GENERAL FUNDS IN THE AMOUNT OF \$181,087.20 SPONSORED BY COMMISSIONER JOE FORD.

WHEREAS, Shelby County, Information Technology requires ongoing maintenance and support for the County's Document Management System; and

WHEREAS, Casto Information Management Systems, Inc. (CIMS) has been providing this maintenance and support and;

WHEREAS, Casto Information Management Systems, Inc. (CIMS) is the sole source provider of these services in support of their products;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the Amendment with Casto Information Management Systems, Inc. (CIMS) in the amount of \$181,087.20 is hereby approved.

BE IT FURTHER RESOLVED, That the Mayor of Shelby County is hereby authorized to execute the Amendment between Shelby County Government and Casto Information Systems, Inc. (CIMS), an executed copy of which is to be placed on file in the Purchasing Department.

BE IT FURTHER RESOLVED, That funds in the amount of \$181,087.20 are hereby appropriated from FY2008-2009, Operations and Maintenance Budget, Account 010-201804-6780, contingent upon adoption of said budget with sufficient funds allocated for this appropriation.

BE IT FURTHER RESOLVED, That the County Mayor and the Division Director of Administration and Finance are authorized to issue their warrant or warrants in an amount not to exceed \$181,087.20 to Casto Information Management Systems, Inc. (CIMS) for the purposes contained in this resolution and to take proper credit in their accounting therefor.

A C Wharton, Jr.
County Mayor

Date_____

ATTEST:

Clerk of County Commission

ADOPTED_____

Amendment to Agreement

THIS AMENDMENT, (hereinafter "Amendment") is made and entered into this day _____ of _____, 2008, by and between Shelby County Government (hereinafter "County") and Casto Information Management Systems, Inc. (hereinafter "CIMS").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated March 16, 2004, for maintenance on the Document Management System.

WHEREAS, the Agreement has previously been amended by the parties by written instrument on July 22, 2005, and July 12, 2006.

WHEREAS, the parties now desire to enter in to this Amendment to amend the Agreement for maintenance on the Document Management System.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this Agreement and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby renewed for the period beginning July 1, 2008, until June 30, 2009.
2. The total cost for this renewal period shall not exceed One Hundred Eighty One Thousand Eighty Seven and 20/100 (\$181,087.20) Dollars payable in accordance with the terms of the Agreement.
3. This Amendment shall be subject to and contingent upon adoption of the Fiscal Year 2008-2009 Operating Budget and/or the appropriate future year's Operating Budget of Shelby County Government by the Board of County Commissioners and approval of the cost for this Amendment within said Operating Budget.
4. The terms and conditions of the original Agreement, except as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the ____ day of _____, 2008.

**APPROVED AS TO FORM
AND LEGALITY:**

Contract Administrator
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

A C Wharton, Jr., Mayor

Casto Information Management Systems, Inc.

By: _____

Title: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriated Corporate action and/or Resolution to execute the preceding instrument of the _____, the within named bargainor, a corporation, and that he as such _____, executed foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and official seal at office this _____ day of _____, 2008.

Notary Public

My Commission Expires: _____

GRATUITY DISCLOSURE FORM**Shelby County Ethics Commission**

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. **NAME**

Casto Information Mgmt Systems

2. **DATE OF GRATUITY**

NA

3. **NATURE AND PURPOSE OF THE GRATUITY**

4. **NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY**

5. **NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

6. **ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**



7. DESCRIPTION OF THE GRATUITY

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.


Signature

5-2-08
Date

Ron Casto
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

TECHNOLOGY COORDINATION OFFICE

**Review and Opinion Regarding the Proposed Contract Amendment for Maintenance and Support
Of Shelby County's Document Management System
June 23, 2008**

SPONSOR: Eddie Gentry
Manager – Development Center
Central Information Technology
(901) 545-3844

Cost Summary:
FY 2009

O&M
\$ 181,087

FY 2009 Budget Impact
Budgeted?

YES

VENDOR: Casto Information Management Systems, Inc. (CIMS)

OVERVIEW:

In February of 2003, Shelby County entered into a contract with Casto Information Management Systems (CIMS) for **maintenance and support** of hardware and software associated with the County's Document Management System. The agreement allowed for three additional one-year renewal periods subject to funding and mutual agreement of both parties. While this contract renewal for FY09 (and the prior renewal covering FY08) extends beyond the total time period of four years envisioned in the original contract, the Purchasing Department has designated this vendor as '**single source**' for the specific document management-related support services covered by this proposal.

*(As in previous years, a related proposal for a contract renewal with this same vendor for document management system **professional services and hardware & software purchases** is also being brought before the Board of Commissioners at this time.)*

OPINION: RECOMMENDED

Business Need

Shelby County Administration and Elected Officials have ongoing and critical needs to sustain the efficiency of their respective workflow processes. The Mayor's Office, Human Resources, Central IT and various Courts and Clerks offices are among the many County departments using the current document management technology. The system has been designed to minimize paper use and widen distribution of data.

Value for the Financial Outlay

There have been ongoing deployments of scanners in various departments as well as additional licensing of 'Liquid Office' software, which manages electronic form-driven workflow. (At the June 16, 2008 Board of Commissioners meeting, an Enterprise License for Liquid Office purchases was approved.) Hardware and software support, as well as annual license costs, are outlays essential to preservation of the County's investment in this technology as well as continuing the productivity improvements that reduce the costs-of delivering Shelby County services to the public and internally. The amount requested is a \$52,931 increase over the prior fiscal year cost, which is judged reasonable considering the additional systems covered. It should also be noted that the purchase of an Enterprise License (referenced above) will cap the Liquid Office portion of future years maintenance at \$60,000 irrespective of the number of licenses added.

Due Diligence

CIMS has served as the provider of electronic document management software and services to CIT and many of its internal County customers for several years. During this time they have developed a mutually beneficial working relationship with County users of document management services and acquired detailed system knowledge of highly-customized systems and processes. The Technology Coordination Office (TCO) has conducted investigatory conversations with Central IT management regarding the current state of County-wide document management efforts and future development plans. No significant risks were identified.

Strategic Fit

Continuing use of outside consulting services for the County's document management development and support is consistent with the County's near-term strategy. The TCO will continue to assess the potential for cost effective alternatives as it develops recommendations based on the recently submitted inventory of County-wide technology assets and employee skill sets as part of its County Technology Plan (CTP) activities.

Information Security Considerations

The vendor is well-established, with a record of productive working relationships with the County. The contract with this vendor clearly enforces a due-care requirement to maintain the confidentiality of the County's data. As such, the risk appears to be managed adequately, provided the County adheres to standard security 'best practices' to maintain and monitor its network security.



Marc Johnson
for the Technology Coordination Office

**SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET**

Referred to Commission Committee _____

For Commission Action on _____

A RESOLUTION APPROVING AN AMENDMENT TO THE EXISTING CONTRACT WITH AT&T GLOBAL SERVICES, INC. IN THE AMOUNT OF \$172,932.04 FOR TELECOMMUNICATIONS HARDWARE AND SOFTWARE FOR THE PURPOSE OF REPLACING OBSOLETE TELECOM EQUIPMENT AND VOICEMAIL SYSTEMS SERVING CODES ENFORCEMENT, THE ELECTION COMMISSION, PUBLIC WORKS (ROADS & BRIDGES) AND THE IT DISASTER RECOVERY SITE. THIS REQUIRES EXPENDITURE OF COUNTY GENERAL FUNDS IN THE AMOUNT OF \$172,932.04. RESOLUTION SPONSORED BY COMMISSIONER JOE FORD.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

 X This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: \$ 172,932.04 ; County CIP Funds- \$ _____

State Grant Funds: \$ _____; State Gas Tax Funds: \$ _____

Federal Grant Funds: \$ _____

Other funds (Specify source and amount): \$ _____

Other pass-thru funds (Specify source and amount): \$ _____

Originating Department: INFORMATION TECHNOLOGY DEPARTMENT

APPROVAL:

Dept. Head:	_____	_____	_____
	(Print your name & phone #.)	(Initials)	(Date)

Division Director:	_____	_____	_____
	(Print your name & phone #.)	(Initials)	(Date)

Finance Dept.	_____	_____	_____
	(Print your name & phone #.)	(Initials)	(Date)

County Attorney:	_____	_____	_____
	(Print your name & phone #.)	(Initials)	(Date)

CAO/Mayor:	_____	_____	_____
	(Print your name & phone #.)	(Initials)	(Date)

ITEM NO: _____

PREPARED BY: Jeff Yallope

APPROVED BY: _____

A RESOLUTION APPROVING AN AMENDMENT TO THE EXISTING CONTRACT WITH AT&T GLOBAL SERVICES, INC. IN THE AMOUNT OF \$172,932.04 FOR TELECOMMUNICATIONS HARDWARE AND SOFTWARE FOR THE PURPOSE OF REPLACING OBSOLETE TELECOM EQUIPMENT AND VOICEMAIL SYSTEMS SERVING CODES ENFORCEMENT, THE ELECTION COMMISSION, PUBLIC WORKS (ROADS & BRIDGES) AND THE IT DISASTER RECOVERY SITE. THIS REQUIRES EXPENDITURE OF COUNTY GENERAL FUNDS IN THE AMOUNT OF \$172,932.04. RESOLUTION SPONSORED BY COMMISSIONER JOE FORD

WHEREAS, Continuing Telecommunication support services are required by the County, and:

WHEREAS, Such services are being provided under a Master Agreement between AT&T Global Services, Inc. and Shelby County Government, Contract No: 108380, approved by the Commissioners on October 16, 2006, and:

WHEREAS, there is a need to increase the initial contract price to cover additional equipment, software and installation costs incurred by replacement of obsolete telecommunications hardware and software, as referenced in Exhibit 1, and:

WHEREAS, Funds for the payments of said services are from Information Technology Department FY2007-2008 Operations and Maintenance budget account 961-201501-7003 (Computer Hardware and Software) in the amount of \$172,932.04.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the contract amendment with AT&T Global Services is hereby approved.

BE IT FURTHER RESOLVED, That the contract amendment amount of \$172,932.04 is hereby approved.

BE IT FURTHER RESOLVED, That the Mayor of Shelby County is hereby authorized to execute the addendums to the Master Agreement between Shelby County Government and AT&T Global Services, Inc, an executed copy of which is to be placed on file in the Purchasing Department.

BE IT FURTHER RESOLVED, That funds in the amount of \$172,932.04 are hereby appropriated from FY2007-2008, Operations and Maintenance Budget, account number 961-201501-7003 Computer Hardware & Software, for payment for said equipment and installation services.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their warrant or warrants in amounts not to exceed \$172,932.04 for the purposes contained in this resolution to amend the existing Master Contract with AT&T Global Services and to take proper credit in their accounting therefore.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Clerk of County Commission

II. ADOPTED: _____

SUMMARY SHEET

I. Description of Item

A Resolution requesting an amendment to the County's telephone switch upgrade contract with AT&T Global Services, Inc. This contract was approved by resolution of the Commissioners on October 16, 2006 with a 'not to exceed' amount of \$1,360,906.92. An amendment approved by resolution of the Commission in December 2007 increased this amount by \$52,677.42 to \$1,413,584.34. This further amendment is requested to cover additional equipment, user licenses, installation and other fees for:

1) The replacement of an obsolete stand alone telephone switch and voicemail system located at the Shelby County Disaster Recovery site at 6470 Haley Road. The obsolete switch has received no hardware or software upgrades since installation 10 years ago, and cannot meet the call-receiving, routing or voicemail needs of Codes Enforcement, nor the mandated reporting requirements of the Election Commission.

The switch will be replaced by a fiber-remote CPE connected to the existing telephone switch located at 1075 Mullins Station. This will allow Codes Enforcement, the Election Commission, Roads & Bridges and other users to use current call distribution, call-center software, reporting tools and voicemail systems supported by Shelby County's Customer Support technicians.

This replacement supports the county's strategy of consolidating the services provided by multiple obsolete/end-of-life smaller-sized switches into the network provided by the four recently upgraded primary switches.

II. Source and Amount of Funding

\$172,832.04 from account #: 961-201501-7003 (Computer Hardware & Software)

III. Contract Items

A: Type of Contract: Amendment of existing telecommunications contract with AT&T Global Services, Inc.

B: Term: FY 07-08

IV. Additional Information Relevant to Approval of this Item

TECHNOLOGY COORDINATION OFFICE
Review and Opinion Regarding the Proposed Replacement of the Disaster Recovery
Site Option 11 Switch Serving Code Enforcement, Election Commission, Roads &
Bridges, County Engineer, Correction Center Select Departments, and The CIT
Disaster Recovery Center
June 23, 2008

SPONSOR: Jeff Yallope
IT Manager, Customer Support & Telecom
Central Information Technology
Office Phone: 545-3477

Cost Summary:	<u>O&M</u>
Fiber Remote Multi-Ipe Interface	\$141,936.93
Installation / Engineering	\$30,082.66
Shipping / Handling	<u>\$912.45</u>
<i>FY 2009 Total</i>	<u><i>\$172,932.04</i></u>
 <i>FY2009 Associated Annual Maintenance Expense</i>	 <i>\$5,411.64</i>
<i>(not requested at this time – to be submitted in a separate proposal)</i>	

2009 Budget Impact	
Budgeted?	YES

PROPOSED VENDOR: AT&T

OVERVIEW:

This proposal is to install the hardware and software required to replace the functionality of an aging (exceeding the age threshold to receive vendor support) Nortel Option 11 switch located at the Haley Road Disaster Recovery Site by utilizing remote connectivity to the newly upgraded switch at 1075 Mullins Station (East Administration). By installing this remote connectivity, the increased telecommunications requirements of the Election Commission, Code Enforcement, and other key users can be met ***without the financially burdensome expenditure for a completely new switch (approximate cost of \$350,000).*** This proposal provides the required capacity and functionality while at the same time avoids over \$177,000 of expenditures by leveraging off of the existing installed telecommunication equipment located at 1075 Mullins Station.

OPINION: RECOMMENDED

BUSINESS NEED

The Disaster-Recovery building at 6470 Haley Road was constructed in 1998. At that time, Shelby County installed a mid-sized Nortel Meridian Option 11 telephone switch at the site. The existing switch serves approximately 350 users in various buildings including Code Enforcement, the Election Commission, Roads and Bridges Department, the County Engineer, the Support Services Sign Shop, Central Information Technology's Disaster Recovery Center, the Correction Center Rapid-Response Team, and the Correction Center Professional Standards Unit. The Meridian Option 11 is (and has been for some time) at vendor support end-of-life. The software which operates the switch is no longer supported by the vendor and many hardware components, in the event of failure, are not readily available. This places the

telecommunication users of the switch at risk for an extended outage in the event of a hardware component failure or software corruption.

The switch also is not expandable to meet several business needs. The Election Commission has expanded its automatic call distribution group (ACD) from 50 to 82 call-takers. The call statistics and reporting capability of the existing switch do not provide sufficient information to meet the requirements of the Tennessee State Election Board. The Election Commission has been mandated by the State to maintain records of all calls associated with the Election ACD system. The proposed remote connectivity solution will provide such detailed call accounting via utilization of the reporting capabilities of the switch located at the East Administration location.

The Code Enforcement department has significant issues with incoming call routing and voicemail retrieval that cannot be corrected because of limitations inherent with the existing switch. Code Enforcement has a longstanding issue with incoming calls to its main number that experience long hold times or multiple call backs. The remote connectivity system will lay the foundation for the eventual implementation of an interactive voice response (IVR) system that will list multiple departments that work with the Codes Enforcement department and offer the caller a choice of transfer to the appropriate department without an additional call back.

VALUE FOR THE FINANCIAL OUTLAY

The software and hardware is being procured through AT&T, the vendor that installed the primary switches forming the Shelby County telecommunications infrastructure. AT&T is certified in Nortel maintenance, installations, and engineering modifications. The price for this upgrade appears to be competitive considering industry standards for such software and hardware upgrades and installations.

DUE DILIGENCE

Central IT has committed to closely monitoring the new installation to ensure the work is performed as specified.

STRATEGIC FIT

The “remote-shelf” replacement of the existing Nortel Option 11 switch located at Haley Road is engineered to take full advantage of the core PBX switches that are the backbone of the Shelby County telecommunications infrastructure and is in keeping with the long range Shelby County technology plan for a unified telecommunications infrastructure. Additionally, by leveraging off the capabilities of the existing core switches, Shelby County avoids the significantly higher cost of installing an entire new switch.

INFORMATION SECURITY CONSIDERATIONS

No risks foreseen.

Dennis Wilson, Ph.D.
for the Technology Coordination Office

GRATUITY DISCLOSURE FORM**Shelby County Ethics Commission**

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

ATÉT

2. DATE OF GRATUITY

N/A

3. NATURE AND PURPOSE OF THE GRATUITY

N/A

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

N/A

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

7. DESCRIPTION OF THE GRATUITY

N/A

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

N/A

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.


Signature

5/19/08
Date

JAMES SPIVEE
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

3/24/2008

Shelby Co TN Govt Fiber Remote-Multi IPE

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
Main Equipment Section				
A0634492	Fiber Remote Multi-Ipe Interface	1	4,606.32	4,606.32
A0634495	Cable Local Multi-IPE (30 ft.)	1	176.02	176.02
A0762506	AC/DC Power Converter	1	272.22	272.22
NT8D88AD	Cable Superloop to I/O 6ft	1	35.82	35.82
NTBK51AAE5	Dtrbd 2 Port DCHI 51C-81C	1	1,141.09	1,141.09
NTE905DA	8 Prem Digital Set License	16	644.74	10,315.84
NTE905YA	CC ACD Agent ISM L4 / Premium	40	80.85	3,234.00
NTE980MA	All Sys 1-MUS Con License	10	22.51	225.10
NTE980RA	All Sys 1-RAN Con License	20	185.24	3,704.80
NTE980XA	All Sys 1-Succession AST Lic	40	23.54	941.60
NTJG72AA	Local Single Mode 1-2 Loops	1	6,218.18	6,218.18
NTZC72AA	Dual Port DTI/PRI Package	1	5,527.38	5,527.38
NT9S20AA	CCM 6.0 Nodal Base System	1	10,413.10	10,413.10
NT9S21CA	CC Stand.VoiceAgt. Inc.100-499	100	512.72	51,272.00
NT9S32AA	CCM RCW First 4 Addl Users	1	2,108.20	2,108.20
NT9S33AA	CCM RCW Bundle - 5 Users	1	2,635.26	2,635.26
NT9S89AA	CC Switch Type - M1/CS1000	1	0.00	0.00
N0032917	CP4.0 Keycode	1	0.00	0.00
NTRB18CAE5	MGATE Card	1	302.93	302.93
NTZE07EA	CP(F) Voice Channels 2 Add	21	423.69	8,897.49
NTZE19CA	Multimedia Mailbox /Voice-100	1	5,133.37	5,133.37
NTZE4002	CP Upgrade Code (NO Charge)	1	0.00	0.00
A0634492	Fiber Remote Multi-Ipe Interface	1	4,606.32	4,606.32
A0634496	Cable Remote Multi-IPE (30 ft)	1	176.02	176.02
A0762506	AC/DC Power Converter	1	272.22	272.22
NT8D46AJ	Cable Assy Ups Alarm 45ft	1	50.15	50.15
NT8D92AB	Cable I/O Panel to XPEC 20in	1	35.82	35.82
NT9D18AAE6	Side Trim Assy./Die Cast	4	81.87	327.48
NTJG72BA	Remote Single Mode 1-2 Loops	1	5,320.66	5,320.66
NTWB15BA	Cab AC Top Cap Pedestal	1	2,931.02	2,931.02
NTWB15DA	M1 IPE 4-SEG Module AC Package	2	5,024.89	10,049.78
Ancillary Equipment Section				
AA0066271	KENTROX T1 CSU W/ CABLES, STAND ALONE	2	503.37	1,006.74
Total Main Equipment Section			\$	140,930.19
Total Ancillary Equipment Section			\$	1,006.74
Total Equipment Before Discount			\$	141,936.93
Less System Discount			\$	0.00
Equipment Price			\$	141,936.93
Installation			\$	20,994.22
Programming/Project Management			\$	1,351.00

3/24/2008 .

Shelby Co TN Govt Fiber Remote-Multi IPE

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
	Training		\$	0.00
	DE Engineering Services		\$	223.45
	DE Engineering Services		\$	357.50
	Warranty		\$	7,156.49
	Estimated Shipping & Handling		\$	912.45
	Total System Price		\$	172,932.04
	<i>Taxes, if applicable, to be invoiced on final bill.</i>			
	<i>Quote valid until May 09, 2008</i>			

The proposed equipment list has been
engineered and compiled for use with or on the
system with serial no.: **D18180**

RESTRICTED - PROPRIETARY INFORMATION

This document contains Proprietary Information which is provided solely in connection with the specific opportunity identified herein. AT&T provides this proprietary information to the organization named, solely for its use in connection with this opportunity and it may not be disclosed to anyone outside the disclosed to party without the prior written consent of AT&T.

*

MAR 27 2008

20080401-0636

Addendum Number: 15

This Addendum ("Addendum"), entered into by SBC Global Services, Inc. dba AT&T Global Services ("AT&T") and Shelby Co TN Govt ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Master Agreement ("Agreement") dated:

11/10/2006

between the parties thereto. The definitions contained in the Agreement are herein incorporated by reference.

Customer Name: Shelby County Government
 Customer Billing Address: 160 N. Main
 Customer Billing Address: Suite 700
 (City, State, Zip) Memphis, TN 38103
 Customer Billing Number: _____

Location of Equipment (Delivery):

(street) 6470 Haley Rd. (Attn: Beverly Richardson)
 (city, county, state, zip) Memphis TN, 38134

Date of Submission: 3/10/2008Lessor: N/ADelivery Date: TBDInstallation/Cutover Date: TBD

Purchase Order Number: _____

PRODUCT PURCHASE PRICE

1. Total Price of Product	141,936.93
2. Total Charge for Installation/Training/Cutover	30,082.66
3. Total Product Purchase Price	172,019.59

Taxes & Shipping will be listed separately on the invoice

PRODUCT PAYMENT TERMSCustomer Initials above
payment option chosen:

	x				
	Option 1	Option 2	Option 3	Option 4	
Down payment:	50%	25%	25%		\$ 43,004.90
Delivery:			50%		\$ -
Cutover:	50%	75%	25%		\$ 129,014.69
TOTAL:					\$ 172,019.59

Option 1 is the standard billing terms for business sales. Option 2 is used for large businesses or other businesses that are purchasing over \$16,000 and have been in business at least 2 years with DAB Paydex of > 60. Option 3 is only allowed if the Purchase Price is over \$50,000 and the scheduled cutover date is more than 60 days after execution of this Addendum. Option 4 is for non-standard billing and payment term requests and is subject to the approval of credit verification. All options are subject to Credit Approval.

1-65EHQY

SELECTION OF MAINTENANCE AND SERVICE PLANS: (For Warranty see section 5)

AT&T Maintenance Services:

☐ Complete ☐ Essential ☐ Dedicated ☐ Custom
☐ ACCEPT - Customer Initials: _____ ☒ DECLINE - Customer Initials: _____
Initial Term: () Years From: _____ To: _____
Annual Price: \$ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Contact Center Software Support Services (CPE Maintenance Services and Software Release Subscription are Purchased Separately)

☐ Complete ☐ Essential
☐ ACCEPT - Customer Initials: _____ ☒ DECLINE - Customer Initials: _____
Initial Term: () Years From: _____ To: _____
Annual Price: \$ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Software Release Subscription Service (CPE Maintenance Services and Call Center Software Support Services are Purchased Separately)

☐ ACCEPT - Customer Initials: _____ ☒ DECLINE - Customer Initials: _____
Initial Term: () (1-3) Years From: _____ To: _____
Annual Price: \$ 0.00 (plus tax, if applicable)
Payment Terms (default is annual): ☐ Prepayment ☐ Annual

This Addendum may be withdrawn by AT&T if not signed and returned by the Customer within sixty (60) days from the Date of Submission referred to above.

SO AGREED by the Parties' respective authorized signatories:

CUSTOMER

BY: _____
Printed Name: A. C. Wharton
Title: Shelby County Mayor
Date: _____

AT&T GLOBAL SERVICES

By: _____
Printed Name: ADRIENNE HARGROVE
Title: Contract Management
Date: _____

NOTE: This Addendum must always be associated with a Master Agreement and may not be executed as a standalone agreement.

Attachments:

- 1 ☒ Statements of Work e.g. SOW, SCOW, PIG
- 2 ☒ Bill of Materials for Equipment and Services
- 3 ☒ Invoicing Schedule and Payment Terms
- 4 ☐ Implementation Timeline
- 5 ☐ Certificate of Acceptance
- 6 ☐ Other: _____



1 SCOPE

This Addendum covers AT&T's sale of voice customer premise equipment ("CPE" or "Equipment") (under the attached Bill of Materials, Order or other applicable document), installation and/or maintenance Service for such Equipment to be provided by AT&T under the Maintenance Plan identified above (the Maintenance Plan"), and as further described below. The Equipment is further described in the attached Bill of Materials, Order, SOW, Equipment listing or other applicable attachment. This Addendum also covers any Orders issued under this Addendum, as well as any additions or replacement to the Equipment or Service.

2 AT&T SERVICE AND SERVICE EXCLUSIONS

- A. During the term of the Maintenance Plan, AT&T will repair Equipment that malfunctions due to wear and tear resulting from normal use in accordance with standard operating instructions. Items excluded from coverage under the Maintenance Plan are headsets, portable telephones (cordless/wireless), answering machines, Customer provided servers, UPS systems, power conditioners, power supplies (including batteries and chargers), intra-building distribution cabling, consumables and any Software which is at a revision level not supported by the Software licensor. AT&T does not remove or recycle batteries.
- B. The Maintenance Plan and any and all warranties provided to Customer in this Addendum or the Master Agreement do not cover malfunctions or defects resulting from abnormal or nonstandard uses or conditions including, but not limited to, the following types of causes: failure to provide a suitable environment for the Equipment, including exposure to improper temperature, humidity, chemicals or airborne agents, Customer abuse, misuse or use contrary to standard operating instructions; improper electrical voltages or currents; power or lightning surges or power interruption; improper storage or placement of the Equipment; damage caused by unauthorized attachments or modification; use with or interconnection of the Equipment to incompatible electrical or mechanical devices; and the installation, maintenance or disassembly, repair or alteration of the Equipment by any person other than AT&T, or an entity expressly approved by AT&T in writing; or Force Majeure occurrences.

In such excepted cases, Customer will pay AT&T in accordance with AT&T's then prevailing rates in connection with diagnosing such excepted problems and for any resulting repairs. (i) Customer is solely responsible for adequately backing up data and ensuring that its networks/systems are secured against unauthorized intrusion; and (ii) acknowledges that CPE/Software that supports telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) may experience certain compromises in performance, reliability and security even when performing as warranted and that failure to follow manufacturer/licensor recommendations may make such compromises more acute.

- C. AT&T's maintenance Service provided under the Maintenance Plan shall include preventive and remedial maintenance, as required by the CPE manufacturer's specifications or by AT&T. Replacement parts and products may be new or equivalent to new in performance. Such parts and products will be furnished on an exchange basis and the returned parts and products will become the property of AT&T. AT&T's preventive and remedial maintenance Service obligations hereunder do not include, and AT&T is not otherwise obligated to provide replacement parts, software upgrades, software patches, second tier help desk support, or maintenance Service resulting in CPE functionality which exceeds that expressly provided in manufacturers' or suppliers' specifications at the time such product was installed (including Year 2000 functionality).

D.

AT&T makes no guarantee as to parts availability or technical support for Equipment or Software that has been discontinued by its manufacturer or reached "end of life" status. In the event replacement parts, software, or support are not readily available, AT&T shall advise Customer and Customer shall have the option at AT&T's discretion whether to replace or upgrade the Equipment or Software with a similar product at AT&T's then prevailing rates. In the event Customer declines to authorize such replacement, AT&T shall delete such Equipment from this Addendum and cease providing Service for such Equipment, and AT&T will issue, if applicable, a pro-rata refund for such deletion. Additionally, Customer agrees to pay any additional charges that may be incurred by AT&T for product support services from the manufacturer for products that are manufacturer discontinued or have been placed into "end of life" status.

- E. The periodic charges specified herein include all the stated maintenance Service performed at any time in connection with Emergencies and Non-Emergencies during Normal Business Hours. An "Emergency" is defined as any malfunction that leaves Customer unable to place or receive calls through the CPE, or any other failure agreed to in writing by the Parties.
- F. Service performed outside of Normal Business Hours or outside the scope of the Maintenance Plan (as described in section 6 below) will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site. Customer shall also be responsible for travel and living expenses, when required. Provisioning of such Service shall be at the discretion of AT&T and shall be subject to the availability of personnel and parts, if applicable.
- G. In the event AT&T responds to Customer's request for Service and AT&T reasonably determines that the problem was not caused by the Equipment maintained herein, Customer will be responsible for additional charges for such response at AT&T's then prevailing rates.

H. AT&T's responsibility with respect to its obligation to provide maintenance Service under this Addendum shall be limited to the Customer's side of the CPE residing on the Demarcation Point ("Demarcation Point" is defined as the point between facilities controlled or owned by the local telephone carrier and those facilities controlled or owned by Customer). Maintenance Services include maintenance as described herein for: (i) the CPE and/or associated system software stated herein; and (ii) such other equipment and/or software which is subsequently added to this Addendum by an Order, attachment or other applicable document. In the event that AT&T responds to Customer's request for Service and Customer's claim of CPE malfunction is due to problems on the local telephone utility's side of the Demarcation Point due to malfunctions in equipment or software other than that covered by this Addendum, Customer will be responsible for additional charges for such response in accordance with AT&T's then prevailing rates.

I. AT&T may suspend performance or terminate this Addendum if Customer fails to pay all amounts due by the applicable due date and such failure is not cured within 10 days of receiving AT&T's notice of non-payment.

3 SHIPPING AND DELIVERY

A. All shipping, transportation and delivery charges for the Equipment, including expedites, shall be paid by Customer. AT&T shall use commercially reasonable efforts to deliver the Equipment by the delivery date specified in this Addendum. Customer may, upon written notice to AT&T no later than ten (10) days prior to delivery, postpone the delivery, installation or Cutover dates specified in this Addendum one (1) time.

B. Such postponement shall not exceed thirty (30) days from the originally scheduled delivery, installation or Cutover dates and is subject to price changes.

4 INSTALLATION AND CUTOVER.

In the event AT&T connects the Equipment or installs the Software on such Customer owned equipment, AT&T shall not be liable for any damage to such Customer owned equipment, unless due to AT&T's sole negligence. AT&T shall use commercially reasonable efforts to complete installation and Cutover of the Equipment by the dates specified in this Addendum. Cutover shall be deemed accomplished upon connection to the telephone network to place and receive calls. Cutover of Equipment that is not dependent on the telephone network will occur when the Equipment is operational.

5 WARRANTY AND WARRANTY EXCLUSIONS.

A. Unless otherwise provided within Bill of Materials, Statement of Work or other attachment, the "Warranty Period" for Equipment shall be twelve (12) months (and in the case of AT&T-provided Software related to the Equipment, ninety (90) days (or such longer period provided by AT&T's applicable Software licensor)) from the date of delivery to the carrier for shipment, or from the date of installation when AT&T provides installation (or from such other date as determined by the applicable Equipment/Software manufacturer/licensor). AT&T warrants that during the Warranty Period, the CPE/Software shall materially conform to the manufacturer's/licensor's published specifications. If Customer notifies AT&T of a material defect during the Warranty Period, AT&T shall, at AT&T's sole option, repair or replace the Equipment/Software, free of charge to Customer. AT&T's repair or replacement of CPE/Software shall be Customer's sole remedy for breach of the warranty as stated herein.

All warranty Services will be performed during Normal Business Hours (8:00 AM - 5:00 PM local time) unless the Customer has purchased Complete level of Warranty service (as described in section 6 below) at the time of initial purchase. All warranty Services performed outside of Normal Business Hours will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site.

B. During the Warranty Period, any change in the location of CPE must be performed by AT&T and shall be at Customer's expense.

C. Customer may request warranty Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) business hours for PBX systems and four (4) business hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

D. In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) business hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site, Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment.

6 MAINTENANCE PLAN DESCRIPTIONS.

A. AT&T Voice CPE Maintenance Services – Complete

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within two (2) hours for PBX systems and four (4) hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical; **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site., Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and shall have final determination of the status of such equipment.

B. AT&T Voice CPE Maintenance Services – Essential.

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours, and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site. Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment. "Business hours" refers to services performed during Normal Business Hours. Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

C. AT&T Voice CPE Maintenance Services – Dedicated.

- (i) AT&T will provide technician, Customer Service Representative, Project Manager, or other agreed upon resource(s) as set forth herein or within an associated Statement of Work, on an annual basis to perform installation, maintenance, and/or move, add or change activities.
- (ii) AT&T shall, at its sole discretion, assign either a qualified AT&T employee or contractor ("Resource") or a combination of both to provide Services to Customer during Normal Business Hours.
- (iii) Each Resource will be granted time off for lunch and breaks as mandated by any labor agreement, Federal, State, County or City laws that are applicable. Customer must provide adequate office facilities/quarters/storage for Resource to administer daily responsibilities.
- (iv) Customer may also purchase optional replacement parts coverage associated with Dedicated.
- (v) Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.** Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

- D. **AT&T Voice CPE Maintenance Services – Custom.** Custom provided maintenance shall include the Services as agreed to by Parties as described in the document.

7 OPTIONAL AT&T VOICE CPE SUPPORT SERVICE PLAN DESCRIPTIONS

A. Contact Center Software Support Services Option:

If selected on page 2 above, Customer elects to purchase AT&T Software Support Services as additional support to the selected maintenance plan. The additional support is described below:

- (i) AT&T's software support services may include preventive and/or remedial maintenance, as required by AT&T or its supplier. The software support services may also include technical telephone consultation and diagnostic assistance, problem origination and expedite resolution. Software support services are typically performed remotely. AT&T may provide on-site support services as AT&T deems necessary. AT&T's preventive and remedial software support services obligation hereunder do not include, and is not otherwise obligated to provide software releases, updates, upgrades or maintenance service resulting in Contact Center Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed, (including Year 2000 functionality). Any software which is at a revision level not supported by the software licensor will be excluded from coverage.
- (a) **Contact Center Software Support Services – Complete.** This service option is available with the AT&T Voice CPE Support Services - Complete Maintenance Plan. Customer may request software support service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) hours after Customer's notification is logged in at AT&T's Data Services Customer Care Center (DSCC), commence error correction activity from a remote location. In the event AT&T does not respond within two (2) hours to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location.
- (b) **Contact Center Software Support Services – Essential.** This service option is available with the AT&T Voice CPE Support Services - Essential Maintenance Plan. Customer may request maintenance service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) business hours after Customer's notification is logged in at AT&T's DSCC commence error correction activity from a remote location. In the event AT&T does not respond within two (2) business hours, during AT&T's Normal Business Day, to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours, after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location, during AT&T's Normal Business Day.
- (ii) **Severity Levels Defined**
 - (a) **Severity Level 1.** Application is inoperative; inability to use application materially impacts Customer's operations. If a bypass procedure is not utilized, AT&T will continue error correction activity according to selected maintenance plan or optionally, on a time and materials basis. In addition, AT&T shall provide verbal status reports on Severity Level 1 errors at intervals of no less than twice per day to designated Customer support representative, until a bypass is found.
 - (b) **Severity Level 2.** Application is usable with limited functions. Error condition is not critical to continuing operation. Customer or AT&T has determined the method of work around for the error condition.
 - (c) **Severity Level 3.** Application is usable, but a minor problem exists.

B Software Release Subscription Services Option (Applies only to specific Nortel products). Customer elects to purchase Software Release Subscription Services as described below:

- (i) **Software Release does not include maintenance coverage on Customers CPE.** Maintenance coverage must be purchased separately.
- (ii) Software Release Subscription (SRS) provides entitlement to new General Announcement (GA) releases of software as approved for use by AT&T for specified Nortel Networks Enterprise Systems (Nortel) at a fixed price. SRS is a non-transferable, non-refundable contracted service offering, which provides customers access to future major and minor software releases, "like-for-like" with existing customer owned software for the term of the SRS Service Plan. Hardware, labor or maintenance costs associated with any upgrades are not covered and any licenses/software that are added during the term of the SRS Service Plan will incur additional charges. **In accordance with this agreement, all system hardware upgrades, software upgrades, Moves, Adds, Changes, and repairs must be performed by AT&T.** Failure to adhere to this policy will result in additional charges or cancellation of this agreement.
- (iii) AT&T makes no guarantees as to the number of new software releases that will be released by the manufacturer for the term of the SRS Service Plan. Once AT&T has approved a new software release for general availability, the customer may notify their Sales Representative of their desire to upgrade. Failure to upgrade to the latest software release may result in incompatibility with new or existing applications. Additional charges will be incurred to upgrade if software level is not kept at the current level.

- (iv) AT&T is not otherwise obligated to provide software release information, updates, upgrades or maintenance service resulting in Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Section 3.9, of the Master Agreement (Warranties; Disclaimer of other Warranties) applies to any software subscription by Customer under this Section.

8 AGENCY

During the term of this Addendum, Customer will not permit any other person to maintain, repair or modify the CPE or to connect any other equipment. To the extent necessary for AT&T to perform its Services under this Addendum, Customer agrees that AT&T will be Customer's Site agent to represent Customer in any dealings with any telephone company or government agency with respect to CPE maintenance provided hereunder. Customer assumes all ongoing responsibility of directory listings, credit cards, system security, billing arrangements and other items not related to Equipment or Services provided by AT&T unless expressly stated otherwise under this Addendum or some other express written agreement between Customer and AT&T.

9 CHANGE IN EQUIPMENT

AT&T will have the right and option of conducting periodic equipment reviews for additions and/or deletions which may have occurred and all service pricing shall be adjusted accordingly. In the event Customer elects to terminate portion(s) or reduce the grade of the maintenance Services provided hereunder, Customer shall be liable for fifty percent (50%) of the fees for the terminated or reduced portion of the maintenance for the remainder of the term of this Addendum plus any non-recoverable costs including, but not limited to, those amounts paid or due and payable to third parties as incurred by AT&T directly in connection with the provisioning of such Equipment and Services for Customer.

10 RENEWAL

Unless terminated by either Party upon at least thirty (30) days written notice prior to expiration of the then existing Term, and to avoid Service interruption, the then current Term of any services included in this Addendum shall automatically extend for consecutive one (1) year Term(s) at AT&T's then current pricing for such Services. Upon extension of any Maintenance or Service Plan, the services provided by AT&T shall remain unchanged (except with respect to pricing) unless both Parties agree in writing to any changes at the time of extension. AT&T may only increase the price of the Maintenance or Service Plans provided herein at: (i) the expiration of the initial term; (ii) commencement of any subsequent extension term; or (iii) the time Equipment is changed, upgraded or added to this Addendum. AT&T will provide Customer with a 30 day notice of such increases.

11 AT&T CAPITAL SERVICES ("AT&T-CS") FINANCING OPTION

☐ _____ [Individual's initials on behalf of Customer]

Customer elects to finance the Total Purchase Price through AT&T-CS. Customer hereby requests that AT&T invoice AT&T-CS and arrange for payment as described below:

AT&T will invoice Customer in care of AT&T-CS for 100% of the Total Purchase Price upon Cutover (as defined in the Agreement) and the invoice shall be paid promptly after its delivery to AT&T-CS, provided that all required lease documentation has been properly executed and received by AT&T-CS. If all lease documentation is not executed and received by AT&T-CS Customer agrees and will pay the Total Purchase Price to AT&T upon receipt of an invoice.

END OF DOCUMENT

**SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET**

Referred to Commission Committee _____

For Commission Action on _____

A RESOLUTION APPROVING AN AMENDMENT TO THE EXISTING CONTRACT WITH AT&T GLOBAL SERVICES, INC. IN THE AMOUNT OF \$62,892.95 FOR TELECOMMUNICATIONS HARDWARE AND SOFTWARE FOR THE PURPOSE OF UPGRADING CORE OPERATING AND MANAGEMENT SYSTEMS ON THE FOUR PRIMARY TELEPHONE SWITCHES. THIS REQUIRES EXPENDITURE OF COUNTY GENERAL FUNDS IN THE AMOUNT OF \$62,892.95. RESOLUTION SPONSORED BY COMMISSIONER JOE FORD.

CHECK ALL THAT APPLY BELOW:

_____ This Action does NOT require expenditure of funds.

 X This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: \$ 62,892.95 ; County CIP Funds- \$ _____

State Grant Funds: \$ _____; State Gas Tax Funds: \$ _____

Federal Grant Funds: \$ _____

Other funds (Specify source and amount): \$ _____

Other pass-thru funds (Specify source and amount): \$ _____

Originating Department: INFORMATION TECHNOLOGY DEPARTMENT

APPROVAL:

Dept. Head: _____ \ _____ \ _____
(Print your name & phone #.) (Initials) (Date)

Division Director: _____ \ _____ \ _____
(Print your name & phone #.) (Initials) (Date)

Finance Dept. _____ \ _____ \ _____
(Print your name & phone #.) (Initials) (Date)

County Attorney: _____ \ _____ \ _____
(Print your name & phone #.) (Initials) (Date)

CAO/Mayor: _____ \ _____ \ _____
(Print your name & phone #.) (Initials) (Date)

ITEM NO: _____

PREPARED BY: Jeff Yallope

APPROVED BY: _____

A RESOLUTION APPROVING AN AMENDMENT TO THE EXISTING CONTRACT WITH AT&T GLOBAL SERVICES, INC. IN THE AMOUNT OF \$62,892.95 FOR TELECOMMUNICATIONS HARDWARE AND SOFTWARE FOR THE PURPOSE OF UPGRADING CORE OPERATING AND MANAGEMENT SYSTEMS ON THE FOUR PRIMARY TELEPHONE SWITCHES. THIS REQUIRES EXPENDITURE OF COUNTY GENERAL FUNDS IN THE AMOUNT OF \$62,892.95. RESOLUTION SPONSORED BY COMMISSIONER JOE FORD

WHEREAS, Continuing Telecommunication support services are required by the County, and:

WHEREAS, Such services are being provided under a Master Agreement between AT&T Global Services, Inc. and Shelby County Government, Contract No: 108380, approved by the Commissioners on October 16, 2006, and:

WHEREAS, there is a need to increase the initial contract price to cover additional equipment, software and installation costs incurred by replacement of obsolete telecommunications hardware and software, as referenced in Exhibits 1-5, and:

WHEREAS, Funds for the payments of said services are from Information Technology Department FY2007-2008 Operations and Maintenance budget account 961-201501-7003 (Computer Hardware and Software) in the amount of \$62,892.95.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the contract amendment with AT&T Global Services is hereby approved.

BE IT FURTHER RESOLVED, That the contract amendment amount of \$62,892.95 is hereby approved.

BE IT FURTHER RESOLVED, That the Mayor of Shelby County is hereby authorized to execute the addendums to the Master Agreement between Shelby County Government and AT&T Global Services, Inc, an executed copy of which is to be placed on file in the Purchasing Department.

BE IT FURTHER RESOLVED, That funds in the amount of \$62,892.95 are hereby appropriated from FY2007-2008, Operations and Maintenance Budget, account number 961-201501-7003 Computer Hardware & Software, for payment for said equipment and installation services.

BE IT FURTHER RESOLVED, That the County Mayor and the Director of Administration and Finance are authorized to issue their wa-rrant or warrants in amounts not to exceed \$62,892.95 for the purposes contained in this resolution to amend the existing Master Contract with AT&T Global Services and to take proper credit in their accounting therefore.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Clerk of County Commission

II. ADOPTED: _____

SUMMARY SHEET

I. Description of Item

A Resolution requesting an amendment to the County's telephone switch upgrade contract with AT&T Global Services, Inc. This contract was approved by resolution of the Commissioners on October 16, 2006 with a 'not to exceed' amount of \$1,360,906.92. An amendment approved by resolution of the Commission in December 2007 increased this amount by \$52,677.42 to \$1,413,584.34. This further amendment is requested to cover additional equipment, software, installation and other fees to:

1) Install essential software upgrades, related additional equipment, installation, and associated fees for Shelby County Government's four primary telephone switches:

- 1) Health Department (814 Jefferson) Nortel 1000M Multi-group switch.
- 2) East Admin (1075 Mullins Station) Nortel 1000M Multi-group switch.
- 3) Justice Center (201 Poplar) Nortel 1000M Multi-group switch
- 4) Disaster Recovery (6470 Haley Road) Nortel 1000E Multi-group switch

The project will upgrade the main operating software on each switch from version 4.0 (which will become unsupported by Nortel in December 2008) to version 5.5.

It will also upgrade the remote client for the management software, from version 2.2 to the current version 3.1 – this is the program used by Customer Support technicians to provide move/add/change services and reporting. Version 3.1 is the browser based product they have received intensive training on.

Operating software for the Call-Pilot voicemail system will also be upgraded where appropriate. Additional voice channels will be added to the Justice Center switch, which hosts certain services for the Health Department and East Admin switches.

At the Haley Road location, due to the switch design as a 'failover' for all the other switches, the upgrade is a 2-part process.

The upgrades will require additional hardware, installation and engineering fees in the amount of \$62,892.95, distributed as follows:

Addendum #11	East Admin	8,895.98
Addendum #12	Health Department	14,385.87
Addendum #13	Justice Center	28,437.37
Addendum #14	Haley Road (part -1)	5,277.74
Addendum #18	Haley Road (part-2)	5,895.99
Total:		62,892.95

These upgrades have no impact on ongoing annual maintenance costs.

II. Source and Amount of Funding

\$62,892.95 from account #: 961-201501-7003 (Computer Hardware & Software)

III. Contract Items

A: Type of Contract: Amendment of existing telecommunications contract with AT&T Global Services, Inc.

B: Term: FY 07-08

IV. Additional Information Relevant to Approval of this Item

TECHNOLOGY COORDINATION OFFICE
Review and Opinion Regarding the Proposed PBX Software Version Upgrades for
PBX Switches Located at the Health Department, East Administration, the Justice
Center, and the Disaster Recovery Site (6470 Haley Road)
June 23, 2008

SPONSOR: Jeff Yallope
IT Manager, Customer Support & Telecom
Central Information Technology
Office Phone: 545-3477

Cost Summary:	<u>O&M</u>
Shelby County Justice Center (201 Poplar)	\$28,437.37
Health Department (814 Jefferson)	\$14,385.87
East Administration (1075 Mullins Station)	\$8,895.98
Disaster Recovery Bldg (Haley Road)	<u>\$11,173.73</u>
<i>FY 2009 Total</i>	<u><u>\$62,892.95</u></u>

2009 Budget Impact	
Budgeted?	YES

PROPOSED VENDOR: AT&T

OVERVIEW:

During calendar year 2007, the Shelby County Central Information Technology Department completed the installation / upgrade of four primary telephony (PBX) switches. These switches were upgraded to a common Nortel platform (vendor) with similar capabilities and technical specifications. Those switches are located at the Health Department (814 Jefferson), East Administration (1075 Mullins Station), the Justice Center (201 Poplar) and a Disaster Recovery site (6470 Haley Road). As part of the strategic plan for an integrated telecommunications infrastructure serving the Shelby County government, the software upgrades are required to support to an environment supportive of load-balancing and other measures to improve reliability and quality of service. *Additionally, the operating software on these switches is now due for upgrade in order to avoid lapse of vendor support for the installed PBX operating software.*

OPINION: RECOMMENDED

BUSINESS NEED

The installations of four primary PBX switches were completed in 2007, bringing them up to a common Nortel CS1000M and CS1000E equipment standard. The four switches are located at the Shelby County Justice Center (201 Poplar), the Health Department (814 Jefferson), East Administration (1075 Mullins Station), and at the Central IT disaster recovery building on Haley Road.

Historically, each switch has been over-trunked in order to cope with an influx of calls during peak periods and emergencies. With IP (Internet Protocol) technology more fully supported (as a result of these software upgrades), Shelby County moves a step closer in its strategic telecommunications infrastructure plan in which each switch can seamlessly transfer in-session calls to another in the event of capacity limitations or processor failure. This software technology will enable the reduction of trunking requirements (available phone lines), and thereby reduce the telecommunication monthly line charges when this technology is fully implemented. This is the result of routing outgoing call requests across the switch network to locate an available line.

The upgrade will also move Shelby County Government closer to being able to recover in a disaster scenario by failing over any 'lost' switches to the Disaster Recovery location at Haley Road. Finally, the software versions on these switches are now several versions out of date. The primary software will no longer be supported by the vendor as of 9/30/2008. *It is more expensive in the long run* to allow the software version on such switches to lapse out of vendor support.

VALUE FOR THE FINANCIAL OUTLAY

The software is being procured through AT&T, the vendor that installed the switches and is certified in Nortel maintenance, installations, and engineering modifications. The price for this upgrade appears to be competitive considering industry standards for such software upgrades and installations.

DUE DILIGENCE

Central IT has committed to closely monitoring the new installation to ensure the work is performed as specified.

STRATEGIC FIT

These primary switches are the backbone of the Shelby County telecommunications infrastructure and also will play a central role in the long range Shelby County technology plan for a unified telecommunications infrastructure. It is therefore critical that these switches be maintained as close as possible to current software release levels.

INFORMATION SECURITY CONSIDERATIONS

No risks foreseen.

Dennis Wilson, Ph.D.
for the Technology Coordination Office

GRATUITY DISCLOSURE FORM**Shelby County Ethics Commission**

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

ATÉT

2. DATE OF GRATUITY

N/A

3. NATURE AND PURPOSE OF THE GRATUITY

N/A

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

N/A

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

7. DESCRIPTION OF THE GRATUITY

N/A

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

N/A

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.


Signature

5/19/08
Date

JAMES SPIVEE
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

3/24/2008

Shelby Co Govt

Admin: 1000M Multi-group

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
Main Equipment Section				
NTDU27EA	Upgd Kit for NTDU27AA Sig Svr	1	30.96	30.96
NTDU80CA	Mem Upgrade Kit Sig SVR 512MB	2	391.13	782.26
SVOM0054	S - SW Upg to R5 MAX	1	0.00	0.00
NTZE4002	CP Upgrade Code (NO Charge)	1	0.00	0.00
NTZE33PA	CP3/4.0-5.0 703t SRS P/P Up Pk	1	0.00	0.00
NTZE56HA	CP 4-5.0 SRS P/P Fee/Seat	800	0.00	0.00

Ancillary Equipment Section

Total Main Equipment Section	\$	813.22
Total Ancillary Equipment Section	\$	0.00
Total Equipment Before Discount	\$	813.22
Less System Discount	\$	0.00
Equipment Price	\$	813.22
Installation	\$	6,732.00
Programming/Project Management	\$	1,249.60
Training	\$	0.00
DE Engineering Services	\$	79.82
Estimated Shipping & Handling	\$	21.35
Total System Price	\$	8,895.98
<i>Taxes, if applicable, to be invoiced on final bill.</i>		
<i>Quote valid until April 22, 2008</i>		

The proposed equipment list has been engineered and
compiled for use with or on the system with serial no.: **D18180**

3/24/2008

Shelby Co Govt

Admin: 1000M Multi-group

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
	<p>RESTRICTED - PROPRIETARY INFORMATION</p> <p>This document contains Proprietary Information which is provided solely in connection with the specific opportunity identified herein. AT&T provides this proprietary information to the organization named, solely for its use in connection with this opportunity and it may not be disclosed to anyone outside the disclosed to party without the prior written consent of AT&T.</p>			
*				

MAR 27 2008

20080401-0634

Addendum Number: 11

This Addendum ("Addendum"), entered into by SBC Global Services, Inc. dba AT&T Global Services ("AT&T") and Shelby Co Govt("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Master Agreement ("Agreement") dated:

11/10/2006

between the parties thereto. The definitions contained in the Agreement are herein incorporated by reference.

Customer Name: Shelby County Government
Customer Billing Address: 160 N. Main
Customer Billing Address: Suite 700
(City, State, Zip) Memphis, TN 38103
Customer Billing Number: _____

Location of Equipment (Delivery):

(street) 6470 Haley Rd. (Attn: Beverly Richardson)
(city, county, state, zip) Memphis, TN 38134

Date of Submission: 2/22/2008

Lessor: N/A

Delivery Date: TBD

Installation/Cutover Date: TBD

Purchase Order Number: _____

PRODUCT PURCHASE PRICE

1. Total Price of Product	\$ <u>813.22</u>
2. Total Charge for Installation/Training/Cutover	\$ <u>8,061.42</u>
3. Total Product Purchase Price	\$ <u>8,874.64</u>

Taxes & Shipping will be listed separately on the invoice.

PRODUCT PAYMENT TERMS

Customer Initials above
payment option chosen:

	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>	
Down payment:	50%	25%	25%		\$ <u>2,218.66</u>
Delivery:			50%		\$ <u>-</u>
Cutover:	50%	75%	25%		\$ <u>6,655.98</u>
TOTAL:					\$ <u>8,874.64</u>

Option 1 is the standard billing terms for business sales. Option 2 is used for large businesses or other businesses that are purchasing over \$16,000 and have been in business at least 2 years with DAB Paydex of > 60. Option 3 is only allowed if the Purchase Price is over \$50,000 and the scheduled cutover date is more than 60 days after execution of this Addendum. Option 4 is for non-standard billing and payment term requests and is subject to the approval of credit verification. All options are subject to Credit Approval.

1-65EL15

SELECTION OF MAINTENANCE AND SERVICE PLANS: (For Warranty see section 5)

AT&T Maintenance Services:

☐ Complete ☐ Essential ☐ Dedicated ☐ Custom
☐ ACCEPT - Customer Initials: _____ ☒ DECLINE - Customer Initials: _____
Initial Term: () Years From: _____ To: _____
Annual Price: \$ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Contact Center Software Support Services (CPE Maintenance Services and Software Release Subscription are Purchased Separately)

☐ Complete ☐ Essential
☐ ACCEPT - Customer Initials: _____ ☒ DECLINE - Customer Initials: _____
Initial Term: () Years From: _____ To: _____
Annual Price: \$ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Software Release Subscription Service (CPE Maintenance Services and Call Center Software Support Services are Purchased Separately)

☐ ACCEPT - Customer Initials: _____ ☒ DECLINE - Customer Initials: _____
Initial Term: () (1-3) Years From: _____ To: _____
Annual Price: \$ 0.00 (plus tax, if applicable)

Payment Terms (default is annual): ☐ Prepayment ☐ Annual

This Addendum may be withdrawn by AT&T if not signed and returned by the Customer within sixty (60) days from the Date of Submission referred to above.

SO AGREED by the Parties' respective authorized signatories:

CUSTOMER

BY: _____
Printed Name: A.C. Wharton
Title: Shelby County Mayor
Date: _____

AT&T GLOBAL SERVICES

By: _____
Printed Name: ADRIENNE HARGROVE
Title: Contract Management
Date: _____



SIGN HERE

NOTE: This Addendum must always be associated with a Master Agreement and may not be executed as a standalone agreement.

Attachments:

- 1 ☐ Statements of Work e.g. SOW, SCOW, PIG
- 2 ☒ Bill of Materials for Equipment and Services
- 3 ☒ Invoicing Schedule and Payment Terms
- 4 ☐ Implementation Timeline
- 5 ☐ Certificate of Acceptance
- 6 ☐ Other: _____

1 SCOPE

This Addendum covers AT&T's sale of voice customer premise equipment ("CPE" or "Equipment") (under the attached Bill of Materials, Order or other applicable document), installation and/or maintenance Service for such Equipment to be provided by AT&T under the Maintenance Plan identified above (the Maintenance Plan"), and as further described below. The Equipment is further described in the attached Bill of Materials, Order, SOW, Equipment listing or other applicable attachment. This Addendum also covers any Orders issued under this Addendum, as well as any additions or replacement to the Equipment or Service.

2 AT&T SERVICE AND SERVICE EXCLUSIONS

A. During the term of the Maintenance Plan, AT&T will repair Equipment that malfunctions due to wear and tear resulting from normal use in accordance with standard operating instructions. Items excluded from coverage under the Maintenance Plan are headsets, portable telephones (cordless/wireless), answering machines, Customer provided servers, UPS systems, power conditioners, power supplies (including batteries and chargers), intra-building distribution cabling, consumables and any Software which is at a revision level not supported by the Software licensor. AT&T does not remove or recycle batteries.

B. The Maintenance Plan and any and all warranties provided to Customer in this Addendum or the Master Agreement do not cover malfunctions or defects resulting from abnormal or nonstandard uses or conditions including, but not limited to, the following types of causes: failure to provide a suitable environment for the Equipment, including exposure to improper temperature, humidity, chemicals or airborne agents, Customer abuse, misuse or use contrary to standard operating instructions; improper electrical voltages or currents; power or lightning surges or power interruption; improper storage or placement of the Equipment; damage caused by unauthorized attachments or modification; use with or interconnection of the Equipment to incompatible electrical or mechanical devices; and the installation, maintenance or disassembly, repair or alteration of the Equipment by any person other than AT&T, or an entity expressly approved by AT&T in writing; or Force Majeure occurrences.

In such excepted cases, Customer will pay AT&T in accordance with AT&T's then prevailing rates in connection with diagnosing such excepted problems and for any resulting repairs. (i) Customer is solely responsible for adequately backing up data and ensuring that its networks/systems are secured against unauthorized intrusion; and (ii) acknowledges that CPE/Software that supports telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) may experience certain compromises in performance, reliability and security even when performing as warranted and that failure to follow manufacturer/licensor recommendations may make such compromises more acute.

C. AT&T's maintenance Service provided under the Maintenance Plan shall include preventive and remedial maintenance, as required by the CPE manufacturer's specifications or by AT&T. Replacement parts and products may be new or equivalent to new in performance. Such parts and products will be furnished on an exchange basis and the returned parts and products will become the property of AT&T. AT&T's preventive and remedial maintenance Service obligations hereunder do not include, and AT&T is not otherwise obligated to provide replacement parts, software upgrades, software patches, second tier help desk support, or maintenance Service resulting in CPE functionality which exceeds that expressly provided in manufacturers' or suppliers' specifications at the time such product was installed (including Year 2000 functionality).

D.

AT&T makes no guarantee as to parts availability or technical support for Equipment or Software that has been discontinued by its manufacturer or reached "end of life" status. In the event replacement parts, software, or support are not readily available, AT&T shall advise Customer and Customer shall have the option at AT&T's discretion whether to replace or upgrade the Equipment or Software with a similar product at AT&T's then prevailing rates. In the event Customer declines to authorize such replacement, AT&T shall delete such Equipment from this Addendum and cease providing Service for such Equipment, and AT&T will issue, if applicable, a pro-rata refund for such deletion. Additionally, Customer agrees to pay any additional charges that may be incurred by AT&T for product support services from the manufacturer for products that are manufacturer discontinued or have been placed into "end of life" status.

E. The periodic charges specified herein include all the stated maintenance Service performed at any time in connection with Emergencies and Non-Emergencies during Normal Business Hours. An "Emergency" is defined as any malfunction that leaves Customer unable to place or receive calls through the CPE, or any other failure agreed to in writing by the Parties.

F. Service performed outside of Normal Business Hours or outside the scope of the Maintenance Plan (as described in section 6 below) will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site. Customer shall also be responsible for travel and living expenses, when required. Provisioning of such Service shall be at the discretion of AT&T and shall be subject to the availability of personnel and parts, if applicable.

G. In the event AT&T responds to Customer's request for Service and AT&T reasonably determines that the problem was not caused by the Equipment maintained herein, Customer will be responsible for additional charges for such response at AT&T's then prevailing rates.

H. AT&T's responsibility with respect to its obligation to provide maintenance Service under this Addendum shall be limited to the Customer's side of the CPE residing on the Demarcation Point ("Demarcation Point" is defined as the point between facilities controlled or owned by the local telephone carrier and those facilities controlled or owned by Customer). Maintenance Services include maintenance as described herein for: (i) the CPE and/or associated system software stated herein; and (ii) such other equipment and/or software which is subsequently added to this Addendum by an Order, attachment or other applicable document. In the event that AT&T responds to Customer's request for Service and Customer's claim of CPE malfunction is due to problems on the local telephone utility's side of the Demarcation Point due to malfunctions in equipment or software other than that covered by this Addendum, Customer will be responsible for additional charges for such response in accordance with AT&T's then prevailing rates.

I. AT&T may suspend performance or terminate this Addendum if Customer fails to pay all amounts due by the applicable due date and such failure is not cured within 10 days of receiving AT&T's notice of non-payment.

3 SHIPPING AND DELIVERY

A. All shipping, transportation and delivery charges for the Equipment, including expedites, shall be paid by Customer. AT&T shall use commercially reasonable efforts to deliver the Equipment by the delivery date specified in this Addendum. Customer may, upon written notice to AT&T no later than ten (10) days prior to delivery, postpone the delivery, installation or Cutover dates specified in this Addendum one (1) time.

B. Such postponement shall not exceed thirty (30) days from the originally scheduled delivery, installation or Cutover dates and is subject to price changes.

4 INSTALLATION AND CUTOVER.

In the event AT&T connects the Equipment or installs the Software on such Customer owned equipment, AT&T shall not be liable for any damage to such Customer owned equipment, unless due to AT&T's sole negligence. AT&T shall use commercially reasonable efforts to complete installation and Cutover of the Equipment by the dates specified in this Addendum. Cutover shall be deemed accomplished upon connection to the telephone network to place and receive calls. Cutover of Equipment that is not dependent on the telephone network will occur when the Equipment is operational.

5 WARRANTY AND WARRANTY EXCLUSIONS.

A. Unless otherwise provided within Bill of Materials, Statement of Work or other attachment, the "Warranty Period" for Equipment shall be twelve (12) months (and in the case of AT&T-provided Software related to the Equipment, ninety (90) days (or such longer period provided by AT&T's applicable Software licensor)) from the date of delivery to the carrier for shipment, or from the date of installation when AT&T provides installation (or from such other date as determined by the applicable Equipment/Software manufacturer/licensor). AT&T warrants that during the Warranty Period, the CPE/Software shall materially conform to the manufacturer's/licensor's published specifications. If Customer notifies AT&T of a material defect during the Warranty Period, AT&T shall, at AT&T's sole option, repair or replace the Equipment/Software, free of charge to Customer. AT&T's repair or replacement of CPE/Software shall be Customer's sole remedy for breach of the warranty as stated herein.

All warranty Services will be performed during Normal Business Hours (8:00 AM - 5:00 PM local time) unless the Customer has purchased Complete level of Warranty service (as described in section 6 below) at the time of initial purchase. All warranty Services performed outside of Normal Business Hours will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site.

B. During the Warranty Period, any change in the location of CPE must be performed by AT&T and shall be at Customer's expense.

C. Customer may request warranty Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) business hours for PBX systems and four (4) business hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

D. In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) business hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site, Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment.

6 MAINTENANCE PLAN DESCRIPTIONS.

A. AT&T Voice CPE Maintenance Services – Complete

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within two (2) hours for PBX systems and four (4) hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical; **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site., Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and shall have final determination of the status of such equipment.

B. AT&T Voice CPE Maintenance Services – Essential.

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours, and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site. Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment. "Business hours" refers to services performed during Normal Business Hours. Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

C. AT&T Voice CPE Maintenance Services – Dedicated.

- (i) AT&T will provide technician, Customer Service Representative, Project Manager, or other agreed upon resource(s) as set forth herein or within an associated Statement of Work, on an annual basis to perform installation, maintenance, and/or move, add or change activities.
- (ii) AT&T shall, at its sole discretion, assign either a qualified AT&T employee or contractor ("Resource") or a combination of both to provide Services to Customer during Normal Business Hours.
- (iii) Each Resource will be granted time off for lunch and breaks as mandated by any labor agreement, Federal, State, County or City laws that are applicable. Customer must provide adequate office facilities/quarters/storage for Resource to administer daily responsibilities.
- (iv) Customer may also purchase optional replacement parts coverage associated with Dedicated.
- (v) Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.** Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

D. AT&T Voice CPE Maintenance Services – Custom. Custom provided maintenance shall include the Services as agreed to by Parties as described in the document.

7 OPTIONAL AT&T VOICE CPE SUPPORT SERVICE PLAN DESCRIPTIONS

A. Contact Center Software Support Services Option:

If selected on page 2 above, Customer elects to purchase AT&T Software Support Services as additional support to the selected maintenance plan. The additional support is described below:

(i) AT&T's software support services may include preventive and/or remedial maintenance, as required by AT&T or its supplier. The software support services may also include technical telephone consultation and diagnostic assistance, problem origination and expedite resolution. Software support services are typically performed remotely. AT&T may provide on-site support services as AT&T deems necessary. AT&T's preventive and remedial software support services obligation hereunder do not include, and is not otherwise obligated to provide software releases, updates, upgrades or maintenance service resulting in Contact Center Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Any software which is at a revision level not supported by the software licensor will be excluded from coverage.

(a) **Contact Center Software Support Services – Complete.** This service option is available with the AT&T Voice CPE Support Services - Complete Maintenance Plan. Customer may request software support service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) hours after Customer's notification is logged in at AT&T's Data Services Customer Care Center (DSCC), commence error correction activity from a remote location. In the event AT&T does not respond within two (2) hours to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location.

(b) **Contact Center Software Support Services – Essential.** This service option is available with the AT&T Voice CPE Support Services - Essential Maintenance Plan. Customer may request maintenance service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) business hours after Customer's notification is logged in at AT&T's DSCC commence error correction activity from a remote location. In the event AT&T does not respond within two (2) business hours, during AT&T's Normal Business Day, to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours, after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location, during AT&T's Normal Business Day.

(ii) Severity Levels Defined

(a) **Severity Level 1.** Application is inoperative; inability to use application materially impacts Customer's operations. If a bypass procedure is not utilized, AT&T will continue error correction activity according to selected maintenance plan or optionally, on a time and materials basis. In addition, AT&T shall provide verbal status reports on Severity Level 1 errors at intervals of no less than twice per day to designated Customer support representative, until a bypass is found.

(b) **Severity Level 2.** Application is usable with limited functions. Error condition is not critical to continuing operation. Customer or AT&T has determined the method of work around for the error condition.

(c) **Severity Level 3.** Application is usable, but a minor problem exists.

B Software Release Subscription Services Option (Applies only to specific Nortel products). Customer elects to purchase Software Release Subscription Services as described below:

(i) **Software Release does not include maintenance coverage on Customers CPE.** Maintenance coverage must be purchased separately.

(ii) Software Release Subscription (SRS) provides entitlement to new General Announcement (GA) releases of software as approved for use by AT&T for specified Nortel Networks Enterprise Systems (Nortel) at a fixed price. SRS is a non-transferable, non-refundable contracted service offering, which provides customers access to future major and minor software releases, "like-for-like" with existing customer owned software for the term of the SRS Service Plan. Hardware, labor or maintenance costs associated with any upgrades are not covered and any licenses/software that are added during the term of the SRS Service Plan will incur additional charges. **In accordance with this agreement, all system hardware upgrades, software upgrades, Moves, Adds, Changes, and repairs must be performed by AT&T.** Failure to adhere to this policy will result in additional charges or cancellation of this agreement.

(iii) AT&T makes no guarantees as to the number of new software releases that will be released by the manufacturer for the term of the SRS Service Plan. Once AT&T has approved a new software release for general availability, the customer may notify their Sales Representative of their desire to upgrade. Failure to upgrade to the latest software release may result in incompatibility with new or existing applications. Additional charges will be incurred to upgrade if software level is not kept at the current level.

- (iv) AT&T is not otherwise obligated to provide software release information, updates, upgrades or maintenance service resulting in Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Section 3.9, of the Master Agreement (Warranties; Disclaimer of other Warranties) applies to any software subscription by Customer under this Section.

8 AGENCY

During the term of this Addendum, Customer will not permit any other person to maintain, repair or modify the CPE or to connect any other equipment. To the extent necessary for AT&T to perform its Services under this Addendum, Customer agrees that AT&T will be Customer's Site agent to represent Customer in any dealings with any telephone company or government agency with respect to CPE maintenance provided hereunder. Customer assumes all ongoing responsibility of directory listings, credit cards, system security, billing arrangements and other items not related to Equipment or Services provided by AT&T unless expressly stated otherwise under this Addendum or some other express written agreement between Customer and AT&T.

9 CHANGE IN EQUIPMENT

AT&T will have the right and option of conducting periodic equipment reviews for additions and/or deletions which may have occurred and all service pricing shall be adjusted accordingly. In the event Customer elects to terminate portion(s) or reduce the grade of the maintenance Services provided hereunder, Customer shall be liable for fifty percent (50%) of the fees for the terminated or reduced portion of the maintenance for the remainder of the term of this Addendum plus any non-recoverable costs including, but not limited to, those amounts paid or due and payable to third parties as incurred by AT&T directly in connection with the provisioning of such Equipment and Services for Customer.

10 RENEWAL

Unless terminated by either Party upon at least thirty (30) days written notice prior to expiration of the then existing Term, and to avoid Service interruption, the then current Term of any services included in this Addendum shall automatically extend for consecutive one (1) year Term(s) at AT&T's then current pricing for such Services. Upon extension of any Maintenance or Service Plan, the services provided by AT&T shall remain unchanged (except with respect to pricing) unless both Parties agree in writing to any changes at the time of extension. AT&T may only increase the price of the Maintenance or Service Plans provided herein at: (i) the expiration of the Initial term; (ii) commencement of any subsequent extension term; or (iii) the time Equipment is changed, upgraded or added to this Addendum. AT&T will provide Customer with a 30 day notice of such increases.

11 AT&T CAPITAL SERVICES ("AT&T-CS") FINANCING OPTION

☐ _____ [Individual's initials on behalf of Customer]

Customer elects to finance the Total Purchase Price through AT&T-CS. Customer hereby requests that AT&T invoice AT&T-CS and arrange for payment as described below:

AT&T will invoice Customer in care of AT&T-CS for 100% of the Total Purchase Price upon Cutover (as defined in the Agreement) and the invoice shall be paid promptly after its delivery to AT&T-CS, provided that all required lease documentation has been properly executed and received by AT&T-CS. If all lease documentation is not executed and received by AT&T-CS Customer agrees and will pay the Total Purchase Price to AT&T upon receipt of an invoice.

END OF DOCUMENT

Exhibit A

3/24/2008

Shelby County Government Health Dept.: 1000M Multi-group

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
Main Equipment Section				
NTZE31KA	3.0/4.0 to 5.0 IPE Upgrade Pkg	1	1,873.36	1,873.36
NTZE59CA	R4.0 to R5.0 Upgrade Fee	350	11.64	4,074.00
NTZE4002	CP Upgrade Code (NO Charge)	1	0.00	0.00
NTTL42AB	OTM 2.2/TM 3.0 Upg to TM 3.1	1	303.59	303.59
NTDU80CA	Mem Upgrade Kit Sig SVR 512MB	2	400.91	801.82
SVOM0060	SRS-SW Upg to R5.5 Like f Like	768	0.00	0.00
 Ancillary Equipment Section				
Total Main Equipment Section				\$ 7,052.77
Total Ancillary Equipment Section				\$ 0.00
Total Equipment Before Discount				\$ 7,052.77
Less System Discount				\$ 0.00
Equipment Price				\$ 7,052.77
Installation				\$ 6,268.08
Training				\$ 0.00
DE Engineering Services				\$ 68.32
DE Engineering Services				\$ 357.50
Warranty				\$ 458.62
Estimated Shipping & Handling				\$ 180.58
Total System Price				\$ 14,385.87
<i>Taxes, if applicable, to be invoiced on final bill.</i>				
<i>Quote valid until May 04, 2008</i>				
 The proposed equipment list has been engineered and compiled for use with or on the system with serial no.: D13069				

3/24/2008

Shelby County Government

Health Dept.: 1000M Multi-group

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
	<p>RESTRICTED - PROPRIETARY INFORMATION</p> <p>This document contains Proprietary Information which is provided solely in connection with the specific opportunity identified herein. AT&T provides this proprietary information to the organization named, solely for its use in connection with this opportunity and it may not be disclosed to anyone outside the disclosed to party without the prior written consent of AT&T.</p> <p>*</p>			

MAR 27 2008

20080401-0633

Addendum Number: 12

This Addendum ("Addendum"), entered into by SBC Global Services, Inc. dba AT&T Global Services ("AT&T") and Shelby County Government ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Master Agreement ("Agreement") dated:

11/10/2006

between the parties thereto. The definitions contained in the Agreement are herein incorporated by reference.

Customer Name: Shelby County Government
 Customer Billing Address: 160 N. Main
 Customer Billing Address: Suite 700
 (City, State, Zip) Memphis, Tenn. 38103
 Customer Billing Number: 901.545.3477

Location of Equipment (Delivery):

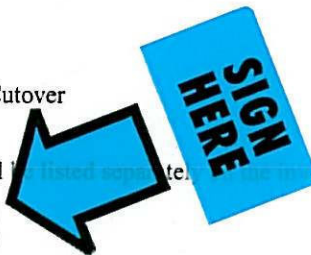
(street) 6470 Haley Rd. (Attn Beverly Richarson)
 (city, county, state, zip) Memphs, TN 38134

Date of Submission: 3/5/2008Lessor: N/ADelivery Date: TBDInstallation/Cutover Date: TBD

Purchase Order Number: _____

PRODUCT PURCHASE PRICE

1. Total Price of Product	\$ <u>7,052.77</u>
2. Total Charge for Installation/Training/Cutover	\$ <u>7,152.52</u>
3. Total Product Purchase Price	\$ <u>14,205.29</u>

Taxes & Shipping will be added separately. 

PRODUCT PAYMENT TERMSCustomer Initials above
payment option chosen: _____

	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>	
Down payment:	50%	25%	25%		\$ <u>3,551.32</u>
Delivery:			50%		\$ <u>-</u>
Cutover:	50%	75%	25%		\$ <u>10,653.97</u>
TOTAL:					\$ <u>14,205.29</u>

Option 1 is the standard billing terms for business sales. Option 2 is used for large businesses or other businesses that are purchasing over \$16,000 and have been in business at least 2 years with DAB Paydex of > 60. Option 3 is only allowed if the Purchase Price is over \$50,000 and the scheduled cutover date is more than 60 days after execution of this Addendum. Option 4 is for non-standard billing and payment term requests and is subject to the approval of credit verification. All options are subject to Credit Approval.

1-65E09

SELECTION OF MAINTENANCE AND SERVICE PLANS: (For Warranty see section 5)

AT&T Maintenance Services:

☐ Complete ☐ Essential ☒ ~~Dedicated~~ ☐ Custom
☐ ACCEPT - Customer Initials: _____ ☒ ~~DECLINE~~ - Customer Initials: _____
Initial Term: () Years From: _____ To: _____
Annual Price: \$ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Contact Center Software Support Services (CPE Maintenance Services and Software Release Subscription are Purchased Separately)

☐ Complete ☐ Essential ☒ ~~DECLINE~~ - Customer Initials: _____
☐ ACCEPT - Customer Initials: _____
Initial Term: () Years From: _____ To: _____
Annual Price: \$ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Software Release Subscription Service (CPE Maintenance Services and Call Center Software Support Services are Purchased Separately)

☐ ACCEPT - Customer Initials: _____ ☒ ~~DECLINE~~ - Customer Initials: _____
Initial Term: () (1-3) Years From: _____ To: _____
Annual Price: \$ 0.00 (plus tax, if applicable)

Payment Terms (default is annual): ☐ Prepayment ☐ Annual

This Addendum may be withdrawn by AT&T if not signed and returned by the Customer within sixty (60) days from the Date of Submission referred to above.

SO AGREED by the Parties' respective authorized signatories:

CUSTOMER

BY: _____
Printed Name: _____
Title: _____
Date: _____

AT&T GLOBAL SERVICES

By: Adrienne Hargrove
Printed Name: ADRIENNE HARGROVE
Title: Contract Management
Date: _____

NOTE: This Addendum must always be associated with a Master Agreement and may not be executed as a standalone agreement.

Attachments:

- 1 ☐ Statements of Work e.g. SOW, SCOW, PIG
- 2 ☒ Bill of Materials for Equipment and Services
- 3 ☒ Invoicing Schedule and Payment Terms
- 4 ☐ Implementation Timeline
- 5 ☐ Certificate of Acceptance
- 6 ☐ Other: _____

**SIGN
HERE**

1 SCOPE

This Addendum covers AT&T's sale of voice customer premise equipment ("CPE" or "Equipment") (under the attached Bill of Materials, Order or other applicable document), installation and/or maintenance Service for such Equipment to be provided by AT&T under the Maintenance Plan identified above (the Maintenance Plan"), and as further described below. The Equipment is further described in the attached Bill of Materials, Order, SOW, Equipment listing or other applicable attachment. This Addendum also covers any Orders issued under this Addendum, as well as any additions or replacement to the Equipment or Service.

2 AT&T SERVICE AND SERVICE EXCLUSIONS

- A. During the term of the Maintenance Plan, AT&T will repair Equipment that malfunctions due to wear and tear resulting from normal use in accordance with standard operating instructions. Items excluded from coverage under the Maintenance Plan are headsets, portable telephones (cordless/wireless), answering machines, Customer provided servers, UPS systems, power conditioners, power supplies (including batteries and chargers), intra-building distribution cabling, consumables and any Software which is at a revision level not supported by the Software licensor. AT&T does not remove or recycle batteries.
- B. The Maintenance Plan and any and all warranties provided to Customer in this Addendum or the Master Agreement do not cover malfunctions or defects resulting from abnormal or nonstandard uses or conditions including, but not limited to, the following types of causes: failure to provide a suitable environment for the Equipment, including exposure to improper temperature, humidity, chemicals or airborne agents, Customer abuse, misuse or use contrary to standard operating instructions; improper electrical voltages or currents; power or lightning surges or power interruption; improper storage or placement of the Equipment; damage caused by unauthorized attachments or modification; use with or interconnection of the Equipment to incompatible electrical or mechanical devices; and the installation, maintenance or disassembly, repair or alteration of the Equipment by any person other than AT&T, or an entity expressly approved by AT&T in writing; or Force Majeure occurrences.

In such excepted cases, Customer will pay AT&T in accordance with AT&T's then prevailing rates in connection with diagnosing such excepted problems and for any resulting repairs. (i) Customer is solely responsible for adequately backing up data and ensuring that its networks/systems are secured against unauthorized intrusion; and (ii) acknowledges that CPE/Software that supports telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) may experience certain compromises in performance, reliability and security even when performing as warranted and that failure to follow manufacturer/licensor recommendations may make such compromises more acute.

- C. AT&T's maintenance Service provided under the Maintenance Plan shall include preventive and remedial maintenance, as required by the CPE manufacturer's specifications or by AT&T. Replacement parts and products may be new or equivalent to new in performance. Such parts and products will be furnished on an exchange basis and the returned parts and products will become the property of AT&T. AT&T's preventive and remedial maintenance Service obligations hereunder do not include, and AT&T is not otherwise obligated to provide replacement parts, software upgrades, software patches, second tier help desk support, or maintenance Service resulting in CPE functionality which exceeds that expressly provided in manufacturers' or suppliers' specifications at the time such product was installed (including Year 2000 functionality).

- D. AT&T makes no guarantee as to parts availability or technical support for Equipment or Software that has been discontinued by its manufacturer or reached "end of life" status. In the event replacement parts, software, or support are not readily available, AT&T shall advise Customer and Customer shall have the option at AT&T's discretion whether to replace or upgrade the Equipment or Software with a similar product at AT&T's then prevailing rates. In the event Customer declines to authorize such replacement, AT&T shall delete such Equipment from this Addendum and cease providing Service for such Equipment, and AT&T will issue, if applicable, a pro-rata refund for such deletion. Additionally, Customer agrees to pay any additional charges that may be incurred by AT&T for product support services from the manufacturer for products that are manufacturer discontinued or have been placed into "end of life" status.

- E. The periodic charges specified herein include all the stated maintenance Service performed at any time in connection with Emergencies and Non-Emergencies during Normal Business Hours. An "Emergency" is defined as any malfunction that leaves Customer unable to place or receive calls through the CPE, or any other failure agreed to in writing by the Parties.

- F. Service performed outside of Normal Business Hours or outside the scope of the Maintenance Plan (as described in section 6 below) will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site. Customer shall also be responsible for travel and living expenses, when required. Provisioning of such Service shall be at the discretion of AT&T and shall be subject to the availability of personnel and parts, if applicable.

- G. In the event AT&T responds to Customer's request for Service and AT&T reasonably determines that the problem was not caused by the Equipment maintained herein, Customer will be responsible for additional charges for such response at AT&T's then prevailing rates.

H. AT&T's responsibility with respect to its obligation to provide maintenance Service under this Addendum shall be limited to the Customer's side of the CPE residing on the Demarcation Point ("Demarcation Point" is defined as the point between facilities controlled or owned by the local telephone carrier and those facilities controlled or owned by Customer). Maintenance Services include maintenance as described herein for: (i) the CPE and/or associated system software stated herein; and (ii) such other equipment and/or software which is subsequently added to this Addendum by an Order, attachment or other applicable document. In the event that AT&T responds to Customer's request for Service and Customer's claim of CPE malfunction is due to problems on the local telephone utility's side of the Demarcation Point due to malfunctions in equipment or software other than that covered by this Addendum, Customer will be responsible for additional charges for such response in accordance with AT&T's then prevailing rates.

I. AT&T may suspend performance or terminate this Addendum if Customer fails to pay all amounts due by the applicable due date and such failure is not cured within 10 days of receiving AT&T's notice of non-payment.

3 SHIPPING AND DELIVERY

A. All shipping, transportation and delivery charges for the Equipment, including expedites, shall be paid by Customer. AT&T shall use commercially reasonable efforts to deliver the Equipment by the delivery date specified in this Addendum. Customer may, upon written notice to AT&T no later than ten (10) days prior to delivery, postpone the delivery, installation or Cutover dates specified in this Addendum one (1) time.

B. Such postponement shall not exceed thirty (30) days from the originally scheduled delivery, installation or Cutover dates and is subject to price changes.

4 INSTALLATION AND CUTOVER.

In the event AT&T connects the Equipment or installs the Software on such Customer owned equipment, AT&T shall not be liable for any damage to such Customer owned equipment, unless due to AT&T's sole negligence. AT&T shall use commercially reasonable efforts to complete installation and Cutover of the Equipment by the dates specified in this Addendum. Cutover shall be deemed accomplished upon connection to the telephone network to place and receive calls. Cutover of Equipment that is not dependent on the telephone network will occur when the Equipment is operational.

5 WARRANTY AND WARRANTY EXCLUSIONS.

A. Unless otherwise provided within Bill of Materials, Statement of Work or other attachment, the "Warranty Period" for Equipment shall be twelve (12) months (and in the case of AT&T-provided Software related to the Equipment, ninety (90) days (or such longer period provided by AT&T's applicable Software licensor)) from the date of delivery to the carrier for shipment, or from the date of installation when AT&T provides installation (or from such other date as determined by the applicable Equipment/Software manufacturer/licensor). AT&T warrants that during the Warranty Period, the CPE/Software shall materially conform to the manufacturer's/licensor's published specifications. If Customer notifies AT&T of a material defect during the Warranty Period, AT&T shall, at AT&T's sole option, repair or replace the Equipment/Software, free of charge to Customer. AT&T's repair or replacement of CPE/Software shall be Customer's sole remedy for breach of the warranty as stated herein.

All warranty Services will be performed during Normal Business Hours (8:00 AM - 5:00 PM local time) unless the Customer has purchased Complete level of Warranty service (as described in section 6 below) at the time of initial purchase. All warranty Services performed outside of Normal Business Hours will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site.

B. During the Warranty Period, any change in the location of CPE must be performed by AT&T and shall be at Customer's expense.

C. Customer may request warranty Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) business hours for PBX systems and four (4) business hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

D. In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) business hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site, Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment.

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- (i) AT&T will provide technician, Customer Service Representative, Project Manager, or other agreed upon resource(s) as set forth herein or within an associated Statement of Work, on an annual basis to perform installation, maintenance, and/or move, add, or change activities.
- (ii) AT&T shall, at its sole discretion, assign either a qualified AT&T employee or contractor ("Resource") or a combination of both to provide Services to Customer during Normal Business Hours.
- (iii) Each Resource will be granted time off for lunch and breaks as mandated by any labor agreement, Federal, State, County or City laws that are applicable. Customer must provide adequate office facilities/quarters/storage for Resource to administer daily responsibilities.
- (iv) Customer may also purchase optional replacement parts coverage associated with Dedicated.
- (v) Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.** Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

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A. Contact Center Software Support Services Option:

If selected on page 2 above, Customer elects to purchase AT&T Software Support Services as additional support to the selected maintenance plan. The additional support is described below:

- (i) AT&T's software support services may include preventive and/or remedial maintenance, as required by AT&T or its supplier. The software support services may also include technical telephone consultation and diagnostic assistance, problem origination and expedite resolution. Software support services are typically performed remotely. AT&T may provide on-site support services as AT&T deems necessary. AT&T's preventive and remedial software support services obligation hereunder do not include, and is not otherwise obligated to provide software releases, updates, upgrades or maintenance service resulting in Contact Center Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Any software which is at a revision level not supported by the software licensor will be excluded from coverage.

- (a) **Contact Center Software Support Services – Complete.** This service option is available with the AT&T Voice CPE Support Services - Complete Maintenance Plan. Customer may request software support service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) hours after Customer's notification is logged in at AT&T's Data Services Customer Care Center (DSCC), commence error correction activity from a remote location. In the event AT&T does not respond within two (2) hours to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location.

- (b) **Contact Center Software Support Services – Essential.** This service option is available with the AT&T Voice CPE Support Services - Essential Maintenance Plan. Customer may request maintenance service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) business hours after Customer's notification is logged in at AT&T's DSCC commence error correction activity from a remote location. In the event AT&T does not respond within two (2) business hours, during AT&T's Normal Business Day, to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours, after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location, during AT&T's Normal Business Day.

(ii) Severity Levels Defined

- (a) **Severity Level 1.** Application is inoperative; inability to use application materially impacts Customer's operations. If a bypass procedure is not utilized, AT&T will continue error correction activity according to selected maintenance plan or optionally, on a time and materials basis. In addition, AT&T shall provide verbal status reports on Severity Level 1 errors at intervals of no less than twice per day to designated Customer support representative, until a bypass is found.
- (b) **Severity Level 2.** Application is usable with limited functions. Error condition is not critical to continuing operation. Customer or AT&T has determined the method of work around for the error condition.
- (c) **Severity Level 3.** Application is usable, but a minor problem exists.

B Software Release Subscription Services Option (Applies only to specific Nortel products). Customer elects to purchase Software Release Subscription Services as described below:

- (i) **Software Release does not include maintenance coverage on Customers CPE.** Maintenance coverage must be purchased separately.
- (ii) Software Release Subscription (SRS) provides entitlement to new General Announcement (GA) releases of software as approved for use by AT&T for specified Nortel Networks Enterprise Systems (Nortel) at a fixed price. SRS is a non-transferable, non-refundable contracted service offering, which provides customers access to future major and minor software releases, "like-for-like" with existing customer owned software for the term of the SRS Service Plan. Hardware, labor or maintenance costs associated with any upgrades are not covered and any licenses/software that are added during the term of the SRS Service Plan will incur additional charges. **In accordance with this agreement, all system hardware upgrades, software upgrades, Moves, Adds, Changes, and repairs must be performed by AT&T.** Failure to adhere to this policy will result in additional charges or cancellation of this agreement.
- (iii) AT&T makes no guarantees as to the number of new software releases that will be released by the manufacturer for the term of the SRS Service Plan. Once AT&T has approved a new software release for general availability, the customer may notify their Sales Representative of their desire to upgrade. Failure to upgrade to the latest software release may result in incompatibility with new or existing applications. Additional charges will be incurred to upgrade if software level is not kept at the current level.

- (iv) AT&T is not otherwise obligated to provide software release information, updates, upgrades or maintenance service resulting in Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Section 3.9, of the Master Agreement (Warranties; Disclaimer of other Warranties) applies to any software subscription by Customer under this Section.

8 AGENCY

During the term of this Addendum, Customer will not permit any other person to maintain, repair or modify the CPE or to connect any other equipment. To the extent necessary for AT&T to perform its Services under this Addendum, Customer agrees that AT&T will be Customer's Site agent to represent Customer in any dealings with any telephone company or government agency with respect to CPE maintenance provided hereunder. Customer assumes all ongoing responsibility of directory listings, credit cards, system security, billing arrangements and other items not related to Equipment or Services provided by AT&T unless expressly stated otherwise under this Addendum or some other express written agreement between Customer and AT&T.

9 CHANGE IN EQUIPMENT

AT&T will have the right and option of conducting periodic equipment reviews for additions and/or deletions which may have occurred and all service pricing shall be adjusted accordingly. In the event Customer elects to terminate portion(s) or reduce the grade of the maintenance Services provided hereunder, Customer shall be liable for fifty percent (50%) of the fees for the terminated or reduced portion of the maintenance for the remainder of the term of this Addendum plus any non-recoverable costs including, but not limited to, those amounts paid or due and payable to third parties as incurred by AT&T directly in connection with the provisioning of such Equipment and Services for Customer.

10 RENEWAL

Unless terminated by either Party upon at least thirty (30) days written notice prior to expiration of the then existing Term, and to avoid Service interruption, the then current Term of any services included in this Addendum shall automatically extend for consecutive one (1) year Term(s) at AT&T's then current pricing for such Services. Upon extension of any Maintenance or Service Plan, the services provided by AT&T shall remain unchanged (except with respect to pricing) unless both Parties agree in writing to any changes at the time of extension. AT&T may only increase the price of the Maintenance or Service Plans provided herein at: (i) the expiration of the initial term; (ii) commencement of any subsequent extension term; or (iii) the time Equipment is changed, upgraded or added to this Addendum. AT&T will provide Customer with a 30 day notice of such increases.

11 AT&T CAPITAL SERVICES ("AT&T-CS") FINANCING OPTION

☐ _____ [Individual's initials on behalf of Customer]

Customer elects to finance the Total Purchase Price through AT&T-CS. Customer hereby requests that AT&T invoice AT&T-CS and arrange for payment as described below:

AT&T will invoice Customer in care of AT&T-CS for 100% of the Total Purchase Price upon Cutover (as defined in the Agreement) and the invoice shall be paid promptly after its delivery to AT&T-CS, provided that all required lease documentation has been properly executed and received by AT&T-CS. If all lease documentation is not executed and received by AT&T-CS Customer agrees and will pay the Total Purchase Price to AT&T upon receipt of an invoice.

END OF DOCUMENT

4/14/2008

Shelby County Justice Center: 1000M Multi-group

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
Main Equipment Section				
NTDU80CA	Mem Upgrade Kit Sig SVR 512MB	2	407.43	814.86
NTTL42AB	OTM 2.2/TM 3.0 Upg to TM 3.1	1	308.53	308.53
SVOM0061	SRS - SW Upg to R5.5 MAX Chrg	1	0.00	0.00
NTZE32JA	3.0/4.0 to 5.0 Tower Upgrade Pkg	1	3,171.25	3,171.25
NTZE4002	CP Upgrade Code (NO Charge)	1	0.00	0.00
NTZE59CA	R4.0 to R5.0 Upgrade Fee	1200	11.83	14,196.00

Ancillary Equipment Section

Total Main Equipment Section	\$	18,490.64
Total Ancillary Equipment Section	\$	0.00
Total Equipment Before Discount	\$	18,490.64
Less System Discount	\$	0.00
Equipment Price	\$	18,490.64
Installation	\$	7,622.75
Training	\$	0.00
DE Engineering Services	\$	91.02
DE Engineering Services	\$	715.00
Warranty	\$	1,183.02
Estimated Shipping & Handling	\$	334.94
Total System Price	\$	28,437.37
<i>Taxes, if applicable, to be invoiced on final bill.</i>		
<i>Quote valid until May 04, 2008</i>		

The proposed equipment list has been engineered and compiled for use with or on the system with serial no.: **Z01426**

4/14/2008

Shelby County

Justice Center: 1000M Multi-group

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
	<p>RESTRICTED - PROPRIETARY INFORMATION</p> <p>This document contains Proprietary Information which is provided solely in connection with the specific opportunity identified herein. AT&T provides this proprietary information to the organization named, solely for its use in connection with this opportunity and it may not be disclosed to anyone outside the disclosed to party without the prior written consent of AT&T.</p>			

*

20080401-0637

Addendum Number: 13

This Addendum ("Addendum"), entered into by SBC Global Services, Inc. dba AT&T Global Services ("AT&T") and Shelby County ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Master Agreement ("Agreement") dated:

11/10/2006

between the parties thereto. The definitions contained in the Agreement are herein incorporated by reference.

Customer Name: Shelby County
Customer Billing Address: 201 Poplar Ave.
Customer Billing Address: _____
(City, State, Zip) Memphis, Tenn. 38105
Customer Billing Number: 901-545-3477

Location of Equipment (Delivery):

(street) 6470 Haley Rd. (Attn : Beverly Richardson)
(city, county, state, zip) Memphis, Tenn. 38104

Date of Submission: 3/5/2008

Lessor: N/A

Delivery Date: TBD

Installation/Cutover Date: TBD

Purchase Order Number: TBD

PRODUCT PURCHASE PRICE

1. Total Price of Product	\$	<u>18,490.64</u>
2. Total Charge for Installation/Training/Cutover	\$	<u>9,611.79</u>
3. Total Product Purchase Price	\$	<u>28,102.43</u>

Taxes & Shipping will be listed separately on the invoice.

PRODUCT PAYMENT TERMS

Customer Initials above
payment option chosen:

	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>	
Down payment:	50%	25%	25%		\$ <u>7,025.61</u>
Delivery:			50%		\$ <u>-</u>
Cutover:	50%	75%	25%		\$ <u>21,076.82</u>
TOTAL:					\$ <u>28,102.43</u>

Option 1 is the standard billing terms for business sales. Option 2 is used for large businesses or other businesses that are purchasing over \$16,000 and have been in business at least 2 years with DAB Paydex of > 60. Option 3 is only allowed if the Purchase Price is over \$50,000 and the scheduled cutover date is more than 60 days after execution of this Addendum. Option 4 is for non-standard billing and payment term requests and is subject to the approval of credit verification. All options are subject to Credit Approval.

SELECTION OF MAINTENANCE AND SERVICE PLANS: (For Warranty see section 5)

AT&T Maintenance Services:

☐ Complete ☐ Essential ☐ Dedicated ☐ Custom
☐ ACCEPT - Customer Initials: _____ ☒ DECLINE - Customer Initials: _____

Initial Term: () Years From: _____ To: _____

Annual Price: \$ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Contact Center Software Support Services (CPE Maintenance Services and Software Release Subscription are Purchased Separately)

☐ Complete ☐ Essential
☐ ACCEPT - Customer Initials: _____ ☒ DECLINE - Customer Initials: _____

Initial Term: () Years From: _____ To: _____

Annual Price: \$ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Software Release Subscription Service (CPE Maintenance Services and Call Center Software Support Services are Purchased Separately)

☐ ACCEPT - Customer Initials: _____ ☒ DECLINE - Customer Initials: _____

Initial Term: () (1-3) Years From: _____ To: _____

Annual Price: \$ 0.00 (plus tax, if applicable)

Payment Terms (default is annual): ☐ Prepayment ☐ Annual

This Addendum may be withdrawn by AT&T if not signed and returned by the customer within sixty (60) days from the Date of Submission referred to above.

SO AGREED by the Parties' respective authorized signatories
CUSTOMER

BY: _____

A.C. Wharton

Printed Name: _____

Shelby County Mayor

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

NOTE: This Addendum must always be associated with a Master Agreement and may not be executed as a standalone agreement.

Attachments:

- 1 ☐ Statements of Work e.g. SOW, SCOW, PIG
- 2 ☒ Bill of Materials for Equipment and Services
- 3 ☒ Invoicing Schedule and Payment Terms
- 4 ☐ Implementation Timeline
- 5 ☐ Certificate of Acceptance
- 6 ☐ Other: _____

1 SCOPE

This Addendum covers AT&T's sale of voice customer premise equipment ("CPE" or "Equipment") (under the attached Bill of Materials, Order or other applicable document), installation and/or maintenance Service for such Equipment to be provided by AT&T under the Maintenance Plan identified above (the Maintenance Plan"), and as further described below. The Equipment is further described in the attached Bill of Materials, Order, SOW, Equipment listing or other applicable attachment. This Addendum also covers any Orders issued under this Addendum, as well as any additions or replacement to the Equipment or Service.

2 AT&T SERVICE AND SERVICE EXCLUSIONS

- A. During the term of the Maintenance Plan, AT&T will repair Equipment that malfunctions due to wear and tear resulting from normal use in accordance with standard operating instructions. Items excluded from coverage under the Maintenance Plan are headsets, portable telephones (cordless/wireless), answering machines, Customer provided servers, UPS systems, power conditioners, power supplies (including batteries and chargers), intra-building distribution cabling, consumables and any Software which is at a revision level not supported by the Software licensor. AT&T does not remove or recycle batteries.
- B. The Maintenance Plan and any and all warranties provided to Customer in this Addendum or the Master Agreement do not cover malfunctions or defects resulting from abnormal or nonstandard uses or conditions including, but not limited to, the following types of causes: failure to provide a suitable environment for the Equipment, including exposure to improper temperature, humidity, chemicals or airborne agents, Customer abuse, misuse or use contrary to standard operating instructions; improper electrical voltages or currents; power or lightning surges or power interruption; improper storage or placement of the Equipment; damage caused by unauthorized attachments or modification; use with or interconnection of the Equipment to incompatible electrical or mechanical devices; and the installation, maintenance or disassembly, repair or alteration of the Equipment by any person other than AT&T, or an entity expressly approved by AT&T in writing; or Force Majeure occurrences.
- In such excepted cases, Customer will pay AT&T in accordance with AT&T's then prevailing rates in connection with diagnosing such excepted problems and for any resulting repairs. (i) Customer is solely responsible for adequately backing up data and ensuring that its networks/systems are secured against unauthorized intrusion; and (ii) acknowledges that CPE/Software that supports telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) may experience certain compromises in performance, reliability and security even when performing as warranted and that failure to follow manufacturer/licensor recommendations may make such compromises more acute.
- C. AT&T's maintenance Service provided under the Maintenance Plan shall include preventive and remedial maintenance, as required by the CPE manufacturer's specifications or by AT&T. Replacement parts and products may be new or equivalent to new in performance. Such parts and products will be furnished on an exchange basis and the returned parts and products will become the property of AT&T. AT&T's preventive and remedial maintenance Service obligations hereunder do not include, and AT&T is not otherwise obligated to provide replacement parts, software upgrades, software patches, second tier help desk support, or maintenance Service resulting in CPE functionality which exceeds that expressly provided in manufacturers' or suppliers' specifications at the time such product was installed (including Year 2000 functionality).
- D. AT&T makes no guarantee as to parts availability or technical support for Equipment or Software that has been discontinued by its manufacturer or reached "end of life" status. In the event replacement parts, software, or support are not readily available, AT&T shall advise Customer and Customer shall have the option at AT&T's discretion whether to replace or upgrade the Equipment or Software with a similar product at AT&T's then prevailing rates. In the event Customer declines to authorize such replacement, AT&T shall delete such Equipment from this Addendum and cease providing Service for such Equipment, and AT&T will issue, if applicable, a pro-rata refund for such deletion. Additionally, Customer agrees to pay any additional charges that may be incurred by AT&T for product support services from the manufacturer for products that are manufacturer discontinued or have been placed into "end of life" status.
- E. The periodic charges specified herein include all the stated maintenance Service performed at any time in connection with Emergencies and Non-Emergencies during Normal Business Hours. An "Emergency" is defined as any malfunction that leaves Customer unable to place or receive calls through the CPE, or any other failure agreed to in writing by the Parties.
- F. Service performed outside of Normal Business Hours or outside the scope of the Maintenance Plan (as described in section 6 below) will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site. Customer shall also be responsible for travel and living expenses, when required. Provisioning of such Service shall be at the discretion of AT&T and shall be subject to the availability of personnel and parts, if applicable.
- G. In the event AT&T responds to Customer's request for Service and AT&T reasonably determines that the problem was not caused by the Equipment maintained herein, Customer will be responsible for additional charges for such response at AT&T's then prevailing rates.

- H. AT&T's responsibility with respect to its obligation to provide maintenance Service under this Addendum shall be limited to the Customer's side of the CPE residing on the Demarcation Point ("Demarcation Point" is defined as the point between facilities controlled or owned by the local telephone carrier and those facilities controlled or owned by Customer). Maintenance Services include maintenance as described herein for: (i) the CPE and/or associated system software stated herein; and (ii) such other equipment and/or software which is subsequently added to this Addendum by an Order, attachment or other applicable document. In the event that AT&T responds to Customer's request for Service and Customer's claim of CPE malfunction is due to problems on the local telephone utility's side of the Demarcation Point due to malfunctions in equipment or software other than that covered by this Addendum, Customer will be responsible for additional charges for such response in accordance with AT&T's then prevailing rates.
- I. AT&T may suspend performance or terminate this Addendum if Customer fails to pay all amounts due by the applicable due date and such failure is not cured within 10 days of receiving AT&T's notice of non-payment.

3 SHIPPING AND DELIVERY

- A. All shipping, transportation and delivery charges for the Equipment, including expedites, shall be paid by Customer. AT&T shall use commercially reasonable efforts to deliver the Equipment by the delivery date specified in this Addendum. Customer may, upon written notice to AT&T no later than ten (10) days prior to delivery, postpone the delivery, installation or Cutover dates specified in this Addendum one (1) time.
- B. Such postponement shall not exceed thirty (30) days from the originally scheduled delivery, installation or Cutover dates and is subject to, price changes.

4 INSTALLATION AND CUTOVER.

In the event AT&T connects the Equipment or installs the Software on such Customer owned equipment, AT&T shall not be liable for any damage to such Customer owned equipment, unless due to AT&T's sole negligence. AT&T shall use commercially reasonable efforts to complete installation and Cutover of the Equipment by the dates specified in this Addendum. Cutover shall be deemed accomplished upon connection to the telephone network to place and receive calls. Cutover of Equipment that is not dependent on the telephone network will occur when the Equipment is operational.

5 WARRANTY AND WARRANTY EXCLUSIONS.

- A. Unless otherwise provided within Bill of Materials, Statement of Work or other attachment, the "Warranty Period" for Equipment shall be twelve (12) months (and in the case of AT&T-provided Software related to the Equipment, ninety (90) days (or such longer period provided by AT&T's applicable Software licensor)) from the date of delivery to the carrier for shipment, or from the date of installation when AT&T provides installation (or from such other date as determined by the applicable Equipment/Software manufacturer/licensor). AT&T warrants that during the Warranty Period, the CPE/Software shall materially conform to the manufacturer's/licensor's published specifications. If Customer notifies AT&T of a material defect during the Warranty Period, AT&T shall, at AT&T's sole option, repair or replace the Equipment/Software, free of charge to Customer. AT&T's repair or replacement of CPE/Software shall be Customer's sole remedy for breach of the warranty as stated herein.

All warranty Services will be performed during Normal Business Hours (8:00 AM - 5:00 PM local time) unless the Customer has purchased Complete level of Warranty service (as described in section 6 below) at the time of Initial purchase. All warranty Services performed outside of Normal Business Hours will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site.

- B. During the Warranty Period, any change in the location of CPE must be performed by AT&T and shall be at Customer's expense.
- C. Customer may request warranty Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) business hours for PBX systems and four (4) business hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**
- D. In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) business hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site, Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment.

6 MAINTENANCE PLAN DESCRIPTIONS.

A. AT&T Voice CPE Maintenance Services – Complete

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within two (2) hours for PBX systems and four (4) hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical; **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site. Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and shall have final determination of the status of such equipment.

B. AT&T Voice CPE Maintenance Services – Essential.

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours, and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site. Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment. "Business hours" refers to services performed during Normal Business Hours. Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

C. AT&T Voice CPE Maintenance Services – Dedicated.

- (i) AT&T will provide technician, Customer Service Representative, Project Manager, or other agreed upon resource(s) as set forth herein or within an associated Statement of Work, on an annual basis to perform installation, maintenance, and/or move, add or change activities.
- (ii) AT&T shall, at its sole discretion, assign either a qualified AT&T employee or contractor ("Resource") or a combination of both to provide Services to Customer during Normal Business Hours.
- (iii) Each Resource will be granted time off for lunch and breaks as mandated by any labor agreement, Federal, State, County or City laws that are applicable. Customer must provide adequate office facilities/quarters/storage for Resource to administer daily responsibilities.
- (iv) Customer may also purchase optional replacement parts coverage associated with Dedicated.
- (v) Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.** Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

- D. **AT&T Voice CPE Maintenance Services – Custom.** Custom provided maintenance shall include the Services as agreed to by Parties as described in the document.

7 OPTIONAL AT&T VOICE CPE SUPPORT SERVICE PLAN DESCRIPTIONS

A. Contact Center Software Support Services Option:

If selected on page 2 above, Customer elects to purchase AT&T Software Support Services as additional support to the selected maintenance plan. The additional support is described below:

- (i) AT&T's software support services may include preventive and/or remedial maintenance, as required by AT&T or its supplier. The software support services may also include technical telephone consultation and diagnostic assistance, problem origination and expedite resolution. Software support services are typically performed remotely. AT&T may provide on-site support services as AT&T deems necessary. AT&T's preventive and remedial software support services obligation hereunder do not include, and is not otherwise obligated to provide software releases, updates, upgrades or maintenance service resulting in Contact Center Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Any software which is at a revision level not supported by the software licensor will be excluded from coverage.

- (a) **Contact Center Software Support Services – Complete.** This service option is available with the AT&T Voice CPE Support Services - Complete Maintenance Plan. Customer may request software support service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) hours after Customer's notification is logged in at AT&T's Data Services Customer Care Center (DSCC), commence error correction activity from a remote location. In the event AT&T does not respond within two (2) hours to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location.

- (b) **Contact Center Software Support Services – Essential.** This service option is available with the AT&T Voice CPE Support Services - Essential Maintenance Plan. Customer may request maintenance service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) business hours after Customer's notification is logged in at AT&T's DSCC commence error correction activity from a remote location. In the event AT&T does not respond within two (2) business hours, during AT&T's Normal Business Day, to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours, after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location, during AT&T's Normal Business Day.

(ii) Severity Levels Defined

- (a) **Severity Level 1.** Application is inoperative; inability to use application materially impacts Customer's operations. If a bypass procedure is not utilized, AT&T will continue error correction activity according to selected maintenance plan or optionally, on a time and materials basis. In addition, AT&T shall provide verbal status reports on Severity Level 1 errors at intervals of no less than twice per day to designated Customer support representative, until a bypass is found.
- (b) **Severity Level 2.** Application is usable with limited functions. Error condition is not critical to continuing operation. Customer or AT&T has determined the method of work around for the error condition.
- (c) **Severity Level 3.** Application is usable, but a minor problem exists.

B Software Release Subscription Services Option (Applies only to specific Nortel products). Customer elects to purchase Software Release Subscription Services as described below:

- (i) **Software Release does not include maintenance coverage on Customers CPE.** Maintenance coverage must be purchased separately.
- (ii) Software Release Subscription (SRS) provides entitlement to new General Announcement (GA) releases of software as approved for use by AT&T for specified Nortel Networks Enterprise Systems (Nortel) at a fixed price. SRS is a non-transferable, non-refundable contracted service offering, which provides customers access to future major and minor software releases, "like-for-like" with existing customer owned software for the term of the SRS Service Plan. Hardware, labor or maintenance costs associated with any upgrades are not covered and any licenses/software that are added during the term of the SRS Service Plan will incur additional charges. **In accordance with this agreement, all system hardware upgrades, software upgrades, Moves, Adds, Changes, and repairs must be performed by AT&T.** Failure to adhere to this policy will result in additional charges or cancellation of this agreement.
- (iii) AT&T makes no guarantees as to the number of new software releases that will be released by the manufacturer for the term of the SRS Service Plan. Once AT&T has approved a new software release for general availability, the customer may notify their Sales Representative of their desire to upgrade. Failure to upgrade to the latest software release may result in incompatibility with new or existing applications. Additional charges will be incurred to upgrade if software level is not kept at the current level.

- (iv) AT&T is not otherwise obligated to provide software release information, updates, upgrades or maintenance service resulting in Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Section 3.9, of the Master Agreement (Warranties; Disclaimer of other Warranties) applies to any software subscription by Customer under this Section.

8 AGENCY

During the term of this Addendum, Customer will not permit any other person to maintain, repair or modify the CPE or to connect any other equipment. To the extent necessary for AT&T to perform its Services under this Addendum, Customer agrees that AT&T will be Customer's Site agent to represent Customer in any dealings with any telephone company or government agency with respect to CPE maintenance Services provided hereunder. Customer assumes all ongoing responsibility of directory listings, credit cards, system security, billing arrangements and other items not related to Equipment or Services provided by AT&T unless expressly stated otherwise under this Addendum or some other express written agreement between Customer and AT&T.

9 CHANGE IN EQUIPMENT

AT&T will have the right and option of conducting periodic equipment reviews for additions and/or deletions which may have occurred and all service pricing shall be adjusted accordingly. In the event Customer elects to terminate portion(s) or reduce the grade of the maintenance Services provided hereunder, Customer shall be liable for fifty percent (50%) of the fees for the terminated or reduced portion of the maintenance for the remainder of the term of this Addendum plus any non-recoverable costs including, but not limited to, those amounts paid or due and payable to third parties as incurred by AT&T directly in connection with the provisioning of such Equipment and Services for Customer.

10 RENEWAL

Unless terminated by either Party upon at least thirty (30) days written notice prior to expiration of the then existing Term, and to avoid Service interruption, the then current Term of any services included in this Addendum shall automatically extend for consecutive one (1) year Term(s) at AT&T's then current pricing for such Services. Upon extension of any Maintenance or Service Plan, the services provided by AT&T shall remain unchanged (except with respect to pricing) unless both Parties agree in writing to any changes at the time of extension. AT&T may only increase the price of the Maintenance or Service Plans provided herein at: (i) the expiration of the initial term; (ii) commencement of any subsequent extension term; or (iii) the time Equipment is changed, upgraded or added to this Addendum. AT&T will provide Customer with a 30 day notice of such increases.

11 AT&T CAPITAL SERVICES ("AT&T-CS") FINANCING OPTION

☐ _____ [Individual's initials on behalf of Customer]

Customer elects to finance the Total Purchase Price through AT&T-CS. Customer hereby requests that AT&T invoice AT&T-CS and arrange for payment as described below:

AT&T will invoice Customer in care of AT&T-CS for 100% of the Total Purchase Price upon Cutover (as defined in the Agreement) and the invoice shall be paid promptly after its delivery to AT&T-CS, provided that all required lease documentation has been properly executed and received by AT&T-CS. If all lease documentation is not executed and received by AT&T-CS Customer agrees and will pay the Total Purchase Price to AT&T upon receipt of an invoice.

END OF DOCUMENT

4/15/2008

Shelby County Government

IT Dept Backup: CS 1000 E/T

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
Main Equipment Section				
NTDU0606E6	Cable Ethernet RJ45 M-M 25cm	2	41.62	83.24
NTDW60BBE5	MGC - Gateway Controller -R5	1	1,248.72	1,248.72
NTE900PS	Sys Convers to MG1000E R5.5	1	0.00	0.00
NTE960KA	Geo Standby to Primary Convs.	1	775.25	775.25

Ancillary Equipment Section

Total Main Equipment Section	\$	2,107.21
Total Ancillary Equipment Section	\$	0.00
Total Equipment Before Discount	\$	2,107.21
Less System Discount	\$	0.00
Equipment Price	\$	2,107.21
Installation	\$	3,237.10
Training	\$	0.00
DE Engineering Services	\$	0.00
DE Engineering Services	\$	357.50
Warranty	\$	139.32
Estimated Shipping & Handling	\$	54.86
Total System Price	\$	5,895.99
<i>Taxes, if applicable, to be invoiced on final bill.</i>		
<i>Quote valid until June 13, 2008</i>		

The proposed equipment list has been
engineered and compiled for use with or on the
system with serial no.: **10328616**

4/15/2008

Shelby County Government

IT Dept Backup: CS 1000 E/T

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
	<p>RESTRICTED - PROPRIETARY INFORMATION</p> <p>This document contains Proprietary Information which is provided solely in connection with the specific opportunity identified herein. AT&T provides this proprietary information to the organization named, solely for its use in connection with this opportunity and it may not be disclosed to anyone outside the disclosed to party without the prior written consent of AT&T.</p> <p>*</p>			

Addendum Number: 14

This Addendum ("Addendum"), entered into by SBC Global Services, Inc. dba AT&T Global Services ("AT&T") and Shelby County Government ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Master Agreement ("Agreement") dated:

11/10/2006

between the parties thereto. The definitions contained in the Agreement are herein incorporated by reference.

Customer Name: Shelby County Government
Customer Billing Address: IT Backup Center
Customer Billing Address: 6470 Haley Road
(City, State, Zip) Memphis, TN. 38103
Customer Billing Number: 901-545-3477

Location of Equipment (Delivery):

(street) 6470 Haley Road (Attn: Beverly Richardson)
(city, county, state, zip) Memphis, TN. 38134

Date of Submission: 4/14/2008

Lessor: N/A

Delivery Date: TBD

Installation/Cutover Date: TBD

Purchase Order Number: TBD





PRODUCT PURCHASE PRICE

1. Total Price of Product	\$ <u>2,107.21</u>
2. Total Charge for Installation/Training/Cutover	\$ <u>3,733.92</u>
3. Total Product Purchase Price	\$ <u>5,841.13</u>

Taxes & Shipping will be listed separately on the invoice.

PRODUCT PAYMENT TERMS

Customer Initials above
payment option chosen:

	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>	
Down payment:	50%	25%	25%		\$ <u>1,460.28</u>
Delivery:			50%		\$ <u>-</u>
Cutover:	50%	75%	25%		\$ <u>4,380.85</u>
TOTAL:					\$ <u>5,841.13</u>

¹ Option 1 is the standard billing terms for business sales. Option 2 is used for large businesses or other businesses that are purchasing over \$16,000 and have been in business at least 2 years with DAB Paydex of > 60. Option 3 is only allowed if the Purchase Price is over \$50,000 and the scheduled cutover date is more than 60 days after execution of this Addendum. Option 4 is for non-standard billing and payment term requests and is subject to the approval of credit verification. All options are subject to Credit Approval.

SELECTION OF MAINTENANCE AND SERVICE PLANS: (For Warranty see section 5)

AT&T Maintenance Services:

☐ Complete ☐ Essential ☐ Dedicated ☐ Custom
☐ ACCEPT - Customer Initials: _____ ☐ DECLINE - Customer Initials: _____

Initial Term: () Years From: _____ To: _____

Annual Price: \$ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Contact Center Software Support Services (CPE Maintenance Services and Software Release Subscription are Purchased Separately)

☐ Complete ☐ Essential
☐ ACCEPT - Customer Initials: _____ ☐ DECLINE - Customer Initials: _____

Initial Term: () Years From: _____ To: _____

Annual Price: \$ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Software Release Subscription Service (CPE Maintenance Services and Call Center Software Support Services are Purchased Separately)

☐ ACCEPT - Customer Initials: _____ ☐ DECLINE - Customer Initials: _____

Initial Term: () (1-3) Years From: _____ To: _____

Annual Price: \$ 0.00 (plus tax, if applicable)

Payment Terms (default is annual): ☐ Prepayment ☐ Annual

This Addendum may be withdrawn by AT&T if not signed and returned by the Customer within sixty (60) days from the Date of Submission referred to above.

SO AGREED by the Parties' respective authorized signatories:

CUSTOMER

BY: _____

Printed Name: _____

Title: _____

Date: _____

AT&T GLOBAL SERVICES

By:  _____

Printed Name: ADRIENNE HARGROVE

Title: Contract Management

Date: 04-23-2008



NOTE: This Addendum must always be associated with a Master Agreement and may not be executed as a standalone agreement.

Attachments:

- 1 ☐ Statements of Work e.g. SOW, SCOW, PIG
- 2 ☐ Bill of Materials for Equipment and Services
- 3 ☐ Invoicing Schedule and Payment Terms
- 4 ☐ Implementation Timeline
- 5 ☐ Certificate of Acceptance
- 6 ☐ Other: _____

**SIGN
HERE**

1 SCOPE

This Addendum covers AT&T's sale of voice customer premise equipment ("CPE" or "Equipment") (under the attached Bill of Materials, Order or other applicable document), installation and/or maintenance Service for such Equipment to be provided by AT&T under the Maintenance Plan identified above (the Maintenance Plan"), and as further described below. The Equipment is further described in the attached Bill of Materials, Order, SOW, Equipment listing or other applicable attachment. This Addendum also covers any Orders issued under this Addendum, as well as any additions or replacement to the Equipment or Service.

2 AT&T SERVICE AND SERVICE EXCLUSIONS

- A. During the term of the Maintenance Plan, AT&T will repair Equipment that malfunctions due to wear and tear resulting from normal use in accordance with standard operating instructions. Items excluded from coverage under the Maintenance Plan are headsets, portable telephones (cordless/wireless), answering machines, Customer provided servers, UPS systems, power conditioners, power supplies (including batteries and chargers), intra-building distribution cabling, consumables and any Software which is at a revision level not supported by the Software licensor. AT&T does not remove or recycle batteries.
- B. The Maintenance Plan and any and all warranties provided to Customer in this Addendum or the Master Agreement do not cover malfunctions or defects resulting from abnormal or nonstandard uses or conditions including, but not limited to, the following types of causes: failure to provide a suitable environment for the Equipment, including exposure to improper temperature, humidity, chemicals or airborne agents, Customer abuse, misuse or use contrary to standard operating instructions; improper electrical voltages or currents; power or lightning surges or power interruption; improper storage or placement of the Equipment; damage caused by unauthorized attachments or modification; use with or interconnection of the Equipment to incompatible electrical or mechanical devices; and the installation, maintenance or disassembly, repair or alteration of the Equipment by any person other than AT&T, or an entity expressly approved by AT&T in writing; or Force Majeure occurrences.

In such excepted cases, Customer will pay AT&T in accordance with AT&T's then prevailing rates in connection with diagnosing such excepted problems and for any resulting repairs. (i) Customer is solely responsible for adequately backing up data and ensuring that its networks/systems are secured against unauthorized intrusion; and (ii) acknowledges that CPE/Software that supports telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) may experience certain compromises in performance, reliability and security, even when performing as warranted and that failure to follow manufacturer/licensor recommendations may make such compromises more acute.

- C. AT&T's maintenance Service provided under the Maintenance Plan shall include preventive and remedial maintenance, as required by the CPE manufacturer's specifications or by AT&T. Replacement parts and products may be new or equivalent to new in performance. Such parts and products will be furnished on an exchange basis and the returned parts and products will become the property of AT&T. AT&T's preventive and remedial maintenance Service obligations hereunder do not include, and AT&T is not otherwise obligated to provide replacement parts, software upgrades, software patches, second tier help desk support, or maintenance Service resulting in CPE functionality which exceeds that expressly provided in manufacturers' or suppliers' specifications at the time such product was installed (including Year 2000 functionality).

D.

AT&T makes no guarantee as to parts availability or technical support for Equipment or Software that has been discontinued by its manufacturer or reached "end of life" status. In the event replacement parts, software, or support are not readily available, AT&T shall advise Customer and Customer shall have the option at AT&T's discretion whether to replace or upgrade the Equipment or Software with a similar product at AT&T's then prevailing rates. In the event Customer declines to authorize such replacement, AT&T shall delete such Equipment from this Addendum and cease providing Service for such Equipment, and AT&T will issue, if applicable, a pro-rata refund for such deletion. Additionally, Customer agrees to pay any additional charges that may be incurred by AT&T for product support services from the manufacturer for products that are manufacturer discontinued or have been placed into "end of life" status.

- E. The periodic charges specified herein include all the stated maintenance Service performed at any time in connection with Emergencies and Non-Emergencies during Normal Business Hours. An "Emergency" is defined as any malfunction that leaves Customer unable to place or receive calls through the CPE, or any other failure agreed to in writing by the Parties.
- F. Service performed outside of Normal Business Hours or outside the scope of the Maintenance Plan (as described in section 6 below) will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site. Customer shall also be responsible for travel and living expenses, when required. Provisioning of such Service shall be at the discretion of AT&T and shall be subject to the availability of personnel and parts, if applicable.
- G. In the event AT&T responds to Customer's request for Service and AT&T reasonably determines that the problem was not caused by the Equipment maintained herein, Customer will be responsible for additional charges for such response at AT&T's then prevailing rates.

- H. AT&T's responsibility with respect to its obligation to provide maintenance Service under this Addendum shall be limited to the Customer's side of the CPE residing on the Demarcation Point ("Demarcation Point" is defined as the point between facilities controlled or owned by the local telephone carrier and those facilities controlled or owned by Customer). Maintenance Services include maintenance as described herein for: (i) the CPE and/or associated system software stated herein; and (ii) such other equipment and/or software which is subsequently added to this Addendum by an Order, attachment or other applicable document. In the event that AT&T responds to Customer's request for Service and Customer's claim of CPE malfunction is due to problems on the local telephone utility's side of the Demarcation Point due to malfunctions in equipment or software other than that covered by this Addendum, Customer will be responsible for additional charges for such response in accordance with AT&T's then prevailing rates.
- I. AT&T may suspend performance or terminate this Addendum if Customer fails to pay all amounts due by the applicable due date and such failure is not cured within 10 days of receiving AT&T's notice of non-payment.

3 SHIPPING AND DELIVERY

- A. All shipping, transportation and delivery charges for the Equipment, including expedites, shall be paid by Customer. AT&T shall use commercially reasonable efforts to deliver the Equipment by the delivery date specified in this Addendum. Customer may, upon written notice to AT&T no later than ten (10) days prior to delivery, postpone the delivery, installation or Cutover dates specified in this Addendum one (1) time.
- B. Such postponement shall not exceed thirty (30) days from the originally scheduled delivery, installation or Cutover dates and is subject to price changes.

4 INSTALLATION AND CUTOVER.

In the event AT&T connects the Equipment or installs the Software on such Customer owned equipment, AT&T shall not be liable for any damage to such Customer owned equipment, unless due to AT&T's sole negligence. AT&T shall use commercially reasonable efforts to complete installation and Cutover of the Equipment by the dates specified in this Addendum. Cutover shall be deemed accomplished upon connection to the telephone network to place and receive calls. Cutover of Equipment that is not dependent on the telephone network will occur when the Equipment is operational.

5 WARRANTY AND WARRANTY EXCLUSIONS.

- A. Unless otherwise provided within Bill of Materials, Statement of Work or other attachment, the "Warranty Period" for Equipment shall be twelve (12) months (and in the case of AT&T-provided Software related to the Equipment, ninety (90) days (or such longer period provided by AT&T's applicable Software licensor)) from the date of delivery to the carrier for shipment, or from the date of installation when AT&T provides installation (or from such other date as determined by the applicable Equipment/Software manufacturer/licensor). AT&T warrants that during the Warranty Period, the CPE/Software shall materially conform to the manufacturer's/licensor's published specifications. If Customer notifies AT&T of a material defect during the Warranty Period, AT&T shall, at AT&T's sole option, repair or replace the Equipment/Software, free of charge to Customer. AT&T's repair or replacement of CPE/Software shall be Customer's sole remedy for breach of the warranty as stated herein.

All warranty Services will be performed during Normal Business Hours (8:00 AM - 5:00 PM local time) unless the Customer has purchased Complete level of Warranty service (as described in section 6 below) at the time of initial purchase. All warranty Services performed outside of Normal Business Hours will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site.

- B. During the Warranty Period, any change in the location of CPE must be performed by AT&T and shall be at Customer's expense.
- C. Customer may request warranty Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) business hours for PBX systems and four (4) business hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**
- D. In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) business hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site, Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment.

6 MAINTENANCE PLAN DESCRIPTIONS.

A. AT&T Voice CPE Maintenance Services – Complete

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within two (2) hours for PBX systems and four (4) hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical; **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site. Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and shall have final determination of the status of such equipment.

B. AT&T Voice CPE Maintenance Services – Essential.

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours, and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site. Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment. "Business hours" refers to services performed during Normal Business Hours. Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

C. AT&T Voice CPE Maintenance Services – Dedicated.

- (i) AT&T will provide technician, Customer Service Representative, Project Manager, or other agreed upon resource(s) as set forth herein or within an associated Statement of Work, on an annual basis to perform installation, maintenance, and/or move, add or change activities.
- (ii) AT&T shall, at its sole discretion, assign either a qualified AT&T employee or contractor ("Resource") or a combination of both to provide Services to Customer during Normal Business Hours.
- (iii) Each Resource will be granted time off for lunch and breaks as mandated by any labor agreement, Federal, State, County or City laws that are applicable. Customer must provide adequate office facilities/quarters/storage for Resource to administer daily responsibilities.
- (iv) Customer may also purchase optional replacement parts coverage associated with Dedicated.
- (v) Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.** Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

- D. **AT&T Voice CPE Maintenance Services -- Custom.** Custom provided maintenance shall include the Services as agreed to by Parties as described in the document.

7 OPTIONAL AT&T VOICE CPE SUPPORT SERVICE PLAN DESCRIPTIONS

A. Contact Center Software Support Services Option:

If selected on page 2 above, Customer elects to purchase AT&T Software Support Services as additional support to the selected maintenance plan. The additional support is described below:

- (i) AT&T's software support services may include preventive and/or remedial maintenance, as required by AT&T or its supplier. The software support services may also include technical telephone consultation and diagnostic assistance, problem origination and expedite resolution. Software support services are typically performed remotely. AT&T may provide on-site support services as AT&T deems necessary. AT&T's preventive and remedial software support services obligation hereunder do not include, and is not otherwise obligated to provide software releases, updates, upgrades or maintenance service resulting in Contact Center Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Any software which is at a revision level not supported by the software licensor will be excluded from coverage.
 - (a) **Contact Center Software Support Services -- Complete.** This service option is available with the AT&T Voice CPE Support Services - Complete Maintenance Plan. Customer may request software support service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) hours after Customer's notification is logged in at AT&T's Data Services Customer Care Center (DSCC), commence error correction activity from a remote location. In the event AT&T does not respond within two (2) hours to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location.
 - (b) **Contact Center Software Support Services -- Essential.** This service option is available with the AT&T Voice CPE Support Services - Essential Maintenance Plan. Customer may request maintenance service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) business hours after Customer's notification is logged in at AT&T's DSCC commence error correction activity from a remote location. In the event AT&T does not respond within two (2) business hours, during AT&T's Normal Business Day, to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours, after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location, during AT&T's Normal Business Day.
- (ii) **Severity Levels Defined**
 - (a) **Severity Level 1.** Application is inoperative; inability to use application materially impacts Customer's operations. If a bypass procedure is not utilized, AT&T will continue error correction activity according to selected maintenance plan or optionally, on a time and materials basis. In addition, AT&T shall provide verbal status reports on Severity Level 1 errors at intervals of no less than twice per day to designated Customer support representative, until a bypass is found.
 - (b) **Severity Level 2.** Application is usable with limited functions. Error condition is not critical to continuing operation. Customer or AT&T has determined the method of work around for the error condition.
 - (c) **Severity Level 3.** Application is usable, but a minor problem exists.

B Software Release Subscription Services Option (Applies only to specific Nortel products). Customer elects to purchase Software Release Subscription Services as described below:

- (i) **Software Release does not include maintenance coverage on Customers CPE.** Maintenance coverage must be purchased separately.
- (ii) Software Release Subscription (SRS) provides entitlement to new General Announcement (GA) releases of software as approved for use by AT&T for specified Nortel Networks Enterprise Systems (Nortel) at a fixed price. SRS is a non-transferable, non-refundable contracted service offering, which provides customers access to future major and minor software releases, "like-for-like" with existing customer owned software for the term of the SRS Service Plan. Hardware, labor or maintenance costs associated with any upgrades are not covered and any licenses/software that are added during the term of the SRS Service Plan will incur additional charges. **In accordance with this agreement, all system hardware upgrades, software upgrades, Moves, Adds, Changes, and repairs must be performed by AT&T.** Failure to adhere to this policy will result in additional charges or cancellation of this agreement.
- (iii) AT&T makes no guarantees as to the number of new software releases that will be released by the manufacturer for the term of the SRS Service Plan. Once AT&T has approved a new software release for general availability, the customer may notify their Sales Representative of their desire to upgrade. Failure to upgrade to the latest software release may result in incompatibility with new or existing applications. Additional charges will be incurred to upgrade if software level is not kept at the current level.

- (iv) AT&T is not otherwise obligated to provide software release information, updates, upgrades or maintenance service resulting in Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Section 3.9, of the Master Agreement (Warranties; Disclaimer of other Warranties) applies to any software subscription by Customer under this Section.

8 AGENCY

During the term of this Addendum, Customer will not permit any other person to maintain, repair or modify the CPE or to connect any other equipment. To the extent necessary for AT&T to perform its Services under this Addendum, Customer agrees that AT&T will be Customer's Site agent to represent Customer in any dealings with any telephone company or government agency with respect to CPE maintenance provided hereunder. Customer assumes all ongoing responsibility of directory listings, credit cards, system security, billing arrangements and other items not related to Equipment or Services provided by AT&T unless expressly stated otherwise under this Addendum or some other express written agreement between Customer and AT&T.

9 CHANGE IN EQUIPMENT

AT&T will have the right and option of conducting periodic equipment reviews for additions and/or deletions which may have occurred and all service pricing shall be adjusted accordingly. In the event Customer elects to terminate portion(s) or reduce the grade of the maintenance Services provided hereunder, Customer shall be liable for fifty percent (50%) of the fees for the terminated or reduced portion of the maintenance for the remainder of the term of this Addendum plus any non-recoverable costs including, but not limited to, those amounts paid or due and payable to third parties as incurred by AT&T directly in connection with the provisioning of such Equipment and Services for Customer.

10 RENEWAL

Unless terminated by either Party upon at least thirty (30) days written notice prior to expiration of the then existing Term, and to avoid Service interruption, the then current Term of any services included in this Addendum shall automatically extend for consecutive one (1) year Term(s) at AT&T's then current pricing for such Services. Upon extension of any Maintenance or Service Plan, the services provided by AT&T shall remain unchanged (except with respect to pricing) unless both Parties agree in writing to any changes at the time of extension. AT&T may only increase the price of the Maintenance or Service Plans provided herein at: (i) the expiration of the initial term; (ii) commencement of any subsequent extension term; or (iii) the time Equipment is changed, upgraded or added to this Addendum. AT&T will provide Customer with a 30 day notice of such increases.

11 AT&T CAPITAL SERVICES ("AT&T-CS") FINANCING OPTION

☐ _____ [Individual's initials on behalf of Customer]

Customer elects to finance the Total Purchase Price through AT&T-CS. Customer hereby requests that AT&T invoice AT&T-CS and arrange for payment as described below:

AT&T will invoice Customer in care of AT&T-CS for 100% of the Total Purchase Price upon Cutover (as defined in the Agreement) and the invoice shall be paid promptly after its delivery to AT&T-CS, provided that all required lease documentation has been properly executed and received by AT&T-CS. If all lease documentation is not executed and received by AT&T-CS Customer agrees and will pay the Total Purchase Price to AT&T upon receipt of an invoice.

END OF DOCUMENT

4/15/2008

Shelby County Government

IT Dept Backup: CS 1000E

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
Main Equipment Section				
NTDU80CA	Mem Upgrade Kit Sig SVR 512MB	4	391.13	1,564.52
SVOM0060	SRS-SW Upg to R5.5 Like f Like	304	0.00	0.00

Ancillary Equipment Section

Total Main Equipment Section	\$	1,564.52
Total Ancillary Equipment Section	\$	0.00
Total Equipment Before Discount	\$	1,564.52
Less System Discount	\$	0.00
Equipment Price	\$	1,564.52
Installation	\$	3,210.35
Training	\$	0.00
DE Engineering Services	\$	0.00
DE Engineering Services	\$	357.50
Warranty	\$	104.30
Estimated Shipping & Handling	\$	41.07
Total System Price	\$	5,277.74
<i>Taxes, if applicable, to be invoiced on final bill.</i>		
<i>Quote valid until June 13, 2008</i>		

**The proposed equipment list has been
engineered and compiled for use with or on the
system with serial no.: 318807527**

RESTRICTED - PROPRIETARY INFORMATION

This document contains Proprietary Information which is provided solely in connection with the specific opportunity identified herein. AT&T provides this proprietary information to the organization named, solely for its use in connection with this opportunity and it may not be disclosed to anyone outside the disclosed to party without the prior written consent of AT&T.

0536

Addendum Number: 18

This Addendum ("Addendum"), entered into by SBC Global Services, Inc. dba AT&T Global Services ("AT&T") and Shelby County Government ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Master Agreement ("Agreement") dated:

11/10/2006

between the parties thereto. The definitions contained in the Agreement are herein incorporated by reference.

Customer Name: Shelby County Government
Customer Billing Address: IT Backup Center
Customer Billing Address: 6470 Haley Road
(City, State, Zip) Memphis, TN. 38103
Customer Billing Number: 901-545-3477

Location of Equipment (Delivery):

(street) 6470 Haley Road
(city, county, state, zip) Memphis, TN. 38103

Date of Submission: 4/14/2008

Lessor: N/A

Delivery Date: TBD

Installation/Cutover Date: TBD

Purchase Order Number: TBD





PRODUCT PURCHASE PRICE

1. Total Price of Product	\$ <u>1,564.52</u>
2. Total Charge for Installation/Training/Cutover	\$ <u>3,672.15</u>
3. Total Product Purchase Price	\$ <u>5,236.67</u>

Taxes & Shipping will be listed separately on the invoice.

PRODUCT PAYMENT TERMS

Customer Initials above
payment option chosen: _____

	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>	
Down payment:	50%	25%	25%		\$ <u>1,309.17</u>
Delivery:			50%		\$ <u>-</u>
Cutover:	50%	75%	25%		\$ <u>3,927.50</u>
TOTAL:					\$ <u>5,236.67</u>

¹ Option 1 is the standard billing terms for business sales. Option 2 is used for large businesses or other businesses that are purchasing over \$16,000 and have been in business at least 2 years with DAB Paydex of > 60. Option 3 is only allowed if the Purchase Price is over \$50,000 and the scheduled cutover date is more than 60 days after execution of this Addendum. Option 4 is for non-standard billing and payment term requests and is subject to the approval of credit verification. All options are subject to Credit Approval.

SELECTION OF MAINTENANCE AND SERVICE PLANS: (For Warranty see section 5)

AT&T Maintenance Services:

☐ Complete ☐ Essential ☐ Dedicated ☐ Custom
☐ ACCEPT - Customer Initials: _____ ☐ DECLINE - Customer Initials: _____
Initial Term: () Years From: _____ To: _____
Annual Price: \$ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Contact Center Software Support Services (CPE Maintenance Services and Software Release Subscription are Purchased Separately)

☐ Complete ☐ Essential
☐ ACCEPT - Customer Initials: _____ ☐ DECLINE - Customer Initials: _____
Initial Term: () Years From: _____ To: _____
Annual Price: \$ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Software Release Subscription Service (CPE Maintenance Services and Call Center Software Support Services are Purchased Separately)

☐ ACCEPT - Customer Initials: _____ ☐ DECLINE - Customer Initials: _____
Initial Term: () (1-3) Years From: _____ To: _____
Annual Price: \$ 0.00 (plus tax, if applicable)

Payment Terms (default is annual): ☐ Prepayment ☐ Annual

This Addendum may be withdrawn by AT&T if not signed and returned by the Customer within sixty (60) days from the Date of Submission referred to above.

SO AGREED by the Parties' respective authorized signatories:

CUSTOMER

BY: _____
Printed Name: _____
Title: _____
Date: _____

AT&T GLOBAL SERVICES

By: 
Printed Name: ADRIENNE HARGRAVE
Title: Contract Management
Date: 04-23-2008

NOTE: This Addendum must always be associated with a Master Agreement and may not be executed as a standalone agreement.

Attachments:

- 1 ☐ Statements of Work e.g. SOW, SCOW, PIG
- 2 ☐ Bill of Materials for Equipment and Services
- 3 ☐ Invoicing Schedule and Payment Terms
- 4 ☐ Implementation Timeline
- 5 ☐ Certificate of Acceptance
- 6 ☐ Other: _____

SIGN HERE

1 SCOPE

This Addendum covers AT&T's sale of voice customer premise equipment ("CPE" or "Equipment") (under the attached Bill of Materials, Order or other applicable document), installation and/or maintenance Service for such Equipment to be provided by AT&T under the Maintenance Plan identified above (the Maintenance Plan"), and as further described below. The Equipment is further described in the attached Bill of Materials, Order, SOW, Equipment listing or other applicable attachment. This Addendum also covers any Orders issued under this Addendum, as well as any additions or replacement to the Equipment or Service.

2 AT&T SERVICE AND SERVICE EXCLUSIONS

- A. During the term of the Maintenance Plan, AT&T will repair Equipment that malfunctions due to wear and tear resulting from normal use in accordance with standard operating instructions. Items excluded from coverage under the Maintenance Plan are headsets, portable telephones (cordless/wireless), answering machines, Customer provided servers, UPS systems, power conditioners, power supplies (including batteries and chargers), intra-building distribution cabling, consumables and any Software which is at a revision level not supported by the Software licensor. AT&T does not remove or recycle batteries.
- B. The Maintenance Plan and any and all warranties provided to Customer in this Addendum or the Master Agreement do not cover malfunctions or defects resulting from abnormal or nonstandard uses or conditions including, but not limited to, the following types of causes: failure to provide a suitable environment for the Equipment, including exposure to improper temperature, humidity, chemicals or airborne agents, Customer abuse, misuse or use contrary to standard operating instructions; improper electrical voltages or currents; power or lightning surges or power interruption; improper storage or placement of the Equipment; damage caused by unauthorized attachments or modification; use with or interconnection of the Equipment to incompatible electrical or mechanical devices; and the installation, maintenance or disassembly, repair or alteration of the Equipment by any person other than AT&T, or an entity expressly approved by AT&T in writing; or Force Majeure occurrences.
- In such excepted cases, Customer will pay AT&T in accordance with AT&T's then prevailing rates in connection with diagnosing such excepted problems and for any resulting repairs. (i) Customer is solely responsible for adequately backing up data and ensuring that its networks/systems are secured against unauthorized intrusion; and (ii) acknowledges that CPE/Software that supports telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) may experience certain compromises in performance, reliability and security even when performing as warranted and that failure to follow manufacturer/licensor recommendations may make such compromises more acute.
- C. AT&T's maintenance Service provided under the Maintenance Plan shall include preventive and remedial maintenance, as required by the CPE manufacturer's specifications or by AT&T. Replacement parts and products may be new or equivalent to new in performance. Such parts and products will be furnished on an exchange basis and the returned parts and products will become the property of AT&T. AT&T's preventive and remedial maintenance Service obligations hereunder do not include, and AT&T is not otherwise obligated to provide replacement parts, software upgrades, software patches, second tier help desk support, or maintenance Service resulting in CPE functionality which exceeds that expressly provided in manufacturers' or suppliers' specifications at the time such product was installed (including Year 2000 functionality).
- D. AT&T makes no guarantee as to parts availability or technical support for Equipment or Software that has been discontinued by its manufacturer or reached "end of life" status. In the event replacement parts, software, or support are not readily available, AT&T shall advise Customer and Customer shall have the option at AT&T's discretion whether to replace or upgrade the Equipment or Software with a similar product at AT&T's then prevailing rates. In the event Customer declines to authorize such replacement, AT&T shall delete such Equipment from this Addendum and cease providing Service for such Equipment, and AT&T will issue, if applicable, a pro-rata refund for such deletion. Additionally, Customer agrees to pay any additional charges that may be incurred by AT&T for product support services from the manufacturer for products that are manufacturer discontinued or have been placed into "end of life" status.
- E. The periodic charges specified herein include all the stated maintenance Service performed at any time in connection with Emergencies and Non-Emergencies during Normal Business Hours. An "Emergency" is defined as any malfunction that leaves Customer unable to place or receive calls through the CPE, or any other failure agreed to in writing by the Parties.
- F. Service performed outside of Normal Business Hours or outside the scope of the Maintenance Plan (as described in section 6 below) will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site. Customer shall also be responsible for travel and living expenses, when required. Provisioning of such Service shall be at the discretion of AT&T and shall be subject to the availability of personnel and parts, if applicable.
- G. In the event AT&T responds to Customer's request for Service and AT&T reasonably determines that the problem was not caused by the Equipment maintained herein, Customer will be responsible for additional charges for such response at AT&T's then prevailing rates.

H. AT&T's responsibility with respect to its obligation to provide maintenance Service under this Addendum shall be limited to the Customer's side of the CPE residing on the Demarcation Point ("Demarcation Point" is defined as the point between facilities controlled or owned by the local telephone carrier and those facilities controlled or owned by Customer). Maintenance Services include maintenance as described herein for: (i) the CPE and/or associated system software stated herein; and (ii) such other equipment and/or software which is subsequently added to this Addendum by an Order, attachment or other applicable document. In the event that AT&T responds to Customer's request for Service and Customer's claim of CPE malfunction is due to problems on the local telephone utility's side of the Demarcation Point due to malfunctions in equipment or software other than that covered by this Addendum, Customer will be responsible for additional charges for such response in accordance with AT&T's then prevailing rates.

I. AT&T may suspend performance or terminate this Addendum if Customer fails to pay all amounts due by the applicable due date and such failure is not cured within 10 days of receiving AT&T's notice of non-payment.

3 SHIPPING AND DELIVERY

A. All shipping, transportation and delivery charges for the Equipment, including expedites, shall be paid by Customer. AT&T shall use commercially reasonable efforts to deliver the Equipment by the delivery date specified in this Addendum. Customer may, upon written notice to AT&T not later than ten (10) days prior to delivery, postpone the delivery, installation or Cutover dates specified in this Addendum one (1) time.

B. Such postponement shall not exceed thirty (30) days from the originally scheduled delivery, installation or Cutover dates and is subject to price changes.

4 INSTALLATION AND CUTOVER.

In the event AT&T connects the Equipment or installs the Software on such Customer owned equipment, AT&T shall not be liable for any damage to such Customer owned equipment, unless due to AT&T's sole negligence. AT&T shall use commercially reasonable efforts to complete installation and Cutover of the Equipment by the dates specified in this Addendum. Cutover shall be deemed accomplished upon connection to the telephone network to place and receive calls. Cutover of Equipment that is not dependent on the telephone network will occur when the Equipment is operational.

5 WARRANTY AND WARRANTY EXCLUSIONS.

A. Unless otherwise provided within Bill of Materials, Statement of Work or other attachment, the "Warranty Period" for Equipment shall be twelve (12) months (and in the case of AT&T-provided Software related to the Equipment, ninety (90) days (or such longer period provided by AT&T's applicable Software licensor)) from the date of delivery to the carrier for shipment, or from the date of installation when AT&T provides installation (or from such other date as determined by the applicable Equipment/Software manufacturer/licensor). AT&T warrants that during the Warranty Period, the CPE/Software shall materially conform to the manufacturer's/licensor's published specifications. If Customer notifies AT&T of a material defect during the Warranty Period, AT&T shall, at AT&T's sole option, repair or replace the Equipment/Software, free of charge to Customer. AT&T's repair or replacement of CPE/Software shall be Customer's sole remedy for breach of the warranty as stated herein.

All warranty Services will be performed during Normal Business Hours (8:00 AM - 5:00 PM local time) unless the Customer has purchased Complete level of Warranty service (as described in section 6 below) at the time of initial purchase. All warranty Services performed outside of Normal Business Hours will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site.

B. During the Warranty Period, any change in the location of CPE must be performed by AT&T and shall be at Customer's expense.

C. Customer may request warranty Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) business hours for PBX systems and four (4) business hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

D. In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) business hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site, Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment.

6 MAINTENANCE PLAN DESCRIPTIONS.

A. AT&T Voice CPE Maintenance Services – Complete

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within two (2) hours for PBX systems and four (4) hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical; **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site., Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and shall have final determination of the status of such equipment.

B. AT&T Voice CPE Maintenance Services – Essential.

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours, and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site. Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment. "Business hours" refers to services performed during Normal Business Hours. Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

C. AT&T Voice CPE Maintenance Services – Dedicated.

- (i) AT&T will provide technician, Customer Service Representative, Project Manager, or other agreed upon resource(s) as set forth herein or within an associated Statement of Work, on an annual basis to perform installation, maintenance, and/or move, add or change activities.
- (ii) AT&T shall, at its sole discretion, assign either a qualified AT&T employee or contractor ("Resource") or a combination of both to provide Services to Customer during Normal Business Hours.
- (iii) Each Resource will be granted time off for lunch and breaks as mandated by any labor agreement, Federal, State, County or City laws that are applicable. Customer must provide adequate office facilities/quarters/storage for Resource to administer daily responsibilities.
- (iv) Customer may also purchase optional replacement parts coverage associated with Dedicated.
- (v) Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.** Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

- D. **AT&T Voice CPE Maintenance Services -- Custom.** Custom provided maintenance shall include the Services as agreed to by Parties as described in the document.

7 OPTIONAL AT&T VOICE CPE SUPPORT SERVICE PLAN DESCRIPTIONS

A. Contact Center Software Support Services Option:

If selected on page 2 above, Customer elects to purchase AT&T Software Support Services as additional support to the selected maintenance plan. The additional support is described below:

- (i) AT&T's software support services may include preventive and/or remedial maintenance, as required by AT&T or its supplier. The software support services may also include technical telephone consultation and diagnostic assistance, problem origination and expedite resolution. Software support services are typically performed remotely. AT&T may provide on-site support services as AT&T deems necessary. AT&T's preventive and remedial software support services obligation hereunder do not include, and is not otherwise obligated to provide software releases, updates, upgrades or maintenance service resulting in Contact Center Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Any software which is at a revision level not supported by the software licensor will be excluded from coverage.
- (a) **Contact Center Software Support Services -- Complete.** This service option is available with the AT&T Voice CPE Support Services - Complete Maintenance Plan. Customer may request software support service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) hours after Customer's notification is logged in at AT&T's Data Services Customer Care Center (DSCC), commence error correction activity from a remote location. In the event AT&T does not respond within two (2) hours to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location.
- (b) **Contact Center Software Support Services -- Essential.** This service option is available with the AT&T Voice CPE Support Services - Essential Maintenance Plan. Customer may request maintenance service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) business hours after Customer's notification is logged in at AT&T's DSCC commence error correction activity from a remote location. In the event AT&T does not respond within two (2) business hours, during AT&T's Normal Business Day, to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours, after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location, during AT&T's Normal Business Day.

(ii) Severity Levels Defined

- (a) **Severity Level 1.** Application is inoperative; inability to use application materially impacts Customer's operations. If a bypass procedure is not utilized, AT&T will continue error correction activity according to selected maintenance plan or optionally, on a time and materials basis. In addition, AT&T shall provide verbal status reports on Severity Level 1 errors at intervals of no less than twice per day to designated Customer support representative, until a bypass is found.
- (b) **Severity Level 2.** Application is usable with limited functions. Error condition is not critical to continuing operation. Customer or AT&T has determined the method of work around for the error condition.
- (c) **Severity Level 3.** Application is usable, but a minor problem exists.

B Software Release Subscription Services Option (Applies only to specific Nortel products). Customer elects to purchase Software Release Subscription Services as described below:

- (i) **Software Release does not include maintenance coverage on Customers CPE.** Maintenance coverage must be purchased separately.
- (ii) Software Release Subscription (SRS) provides entitlement to new General Announcement (GA) releases of software as approved for use by AT&T for specified Nortel Networks Enterprise Systems (Nortel) at a fixed price. SRS is a non-transferable, non-refundable contracted service offering, which provides customers access to future major and minor software releases, "like-for-like" with existing customer owned software for the term of the SRS Service Plan. Hardware, labor or maintenance costs associated with any upgrades are not covered and any licenses/software that are added during the term of the SRS Service Plan will incur additional charges. **In accordance with this agreement, all system hardware upgrades, software upgrades, Moves, Adds, Changes, and repairs must be performed by AT&T.** Failure to adhere to this policy will result in additional charges or cancellation of this agreement.
- (iii) AT&T makes no guarantees as to the number of new software releases that will be released by the manufacturer for the term of the SRS Service Plan. Once AT&T has approved a new software release for general availability, the customer may notify their Sales Representative of their desire to upgrade. Failure to upgrade to the latest software release may result in incompatibility with new or existing applications. Additional charges will be incurred to upgrade if software level is not kept at the current level.

- (iv) AT&T is not otherwise obligated to provide software release information, updates, upgrades or maintenance service resulting in Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Section 3.9, of the Master Agreement (Warranties; Disclaimer of other Warranties) applies to any software subscription by Customer under this Section.

8 AGENCY

During the term of this Addendum, Customer will not permit any other person to maintain, repair or modify the CPE or to connect any other equipment. To the extent necessary for AT&T to perform its Services under this Addendum, Customer agrees that AT&T will be Customer's Site agent to represent Customer in any dealings with any telephone company or government agency with respect to CPE maintenance provided hereunder. Customer assumes all ongoing responsibility of directory listings, credit cards, system security, billing arrangements and other items not related to Equipment or Services provided by AT&T unless expressly stated otherwise under this Addendum or some other express written agreement between Customer and AT&T.

9 CHANGE IN EQUIPMENT

AT&T will have the right and option of conducting periodic equipment reviews for additions and/or deletions which may have occurred and all service pricing shall be adjusted accordingly. In the event Customer elects to terminate portion(s) or reduce the grade of the maintenance Services provided hereunder, Customer shall be liable for fifty percent (50%) of the fees for the terminated or reduced portion of the maintenance for the remainder of the term of this Addendum plus any non-recoverable costs including, but not limited to, those amounts paid or due and payable to third parties as incurred by AT&T directly in connection with the provisioning of such Equipment and Services for Customer.

10 RENEWAL

Unless terminated by either Party upon at least thirty (30) days written notice prior to expiration of the then existing Term, and to avoid Service interruption, the then current Term of any services included in this Addendum shall automatically extend for consecutive one (1) year Term(s) at AT&T's then current pricing for such Services. Upon extension of any Maintenance or Service Plan, the services provided by AT&T shall remain unchanged (except with respect to pricing) unless both Parties agree in writing to any changes at the time of extension. AT&T may only increase the price of the Maintenance or Service Plans provided herein at: (i) the expiration of the initial term; (ii) commencement of any subsequent extension term; or (iii) the time Equipment is changed, upgraded or added to this Addendum. AT&T will provide Customer with a 30 day notice of such increases.

11 AT&T CAPITAL SERVICES ("AT&T-CS") FINANCING OPTION

☐ _____ [Individual's initials on behalf of Customer]

Customer elects to finance the Total Purchase Price through AT&T-CS. Customer hereby requests that AT&T invoice AT&T-CS and arrange for payment as described below:

AT&T will invoice Customer in care of AT&T-CS for 100% of the Total Purchase Price upon Cutover (as defined in the Agreement) and the invoice shall be paid promptly after its delivery to AT&T-CS, provided that all required lease documentation has been properly executed and received by AT&T-CS. If all lease documentation is not executed and received by AT&T-CS Customer agrees and will pay the Total Purchase Price to AT&T upon receipt of an invoice.

END OF DOCUMENT

Item # _____

Prepared By: Brian Kuhn

Commissioner _____

Approved By: _____
County Attorney

ORDINANCE NO. _____

ORDINANCE FIXING TAX RATE FOR SHELBY COUNTY
FOR THE YEAR 2008

WHEREAS, Tenn. Code Ann. Section 67-1-601 authorizes counties in Tennessee to impose taxes for county purposes, and to fix the rates thereof; and

WHEREAS, Tenn. Code Ann. Section 67-5-510 authorizes this Board to set a tax rate at this time; and

WHEREAS, In order to more prudently meet continuing capital costs regarding Shelby County Schools; and

WHEREAS, Tenn. Code Ann. Section 49-3-1005(b) provides that capital improvements to certain county school districts may be funded through bonded indebtedness paid solely from such district and devoted exclusively to the requirements of such district.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the TAX RATE FOR SHELBY COUNTY for 2008 be and the same is hereby fixed at \$4.09 for each One Hundred Dollars (\$100.00) of taxable real and personal property in the County, consisting of \$4.04 countywide base tax rate with an additional \$.05 for areas outside the City of Memphis for all costs associated with the issuance and repayment of rural school bonds.

BE IT FURTHER ORDAINED, That the TAX RATE for property in Shelby County lying outside the boundaries of the Memphis City School District for 2008 be and the same is hereby fixed at \$4.09 for each One Hundred Dollars (\$100.00) of taxable real and personal property in that area.

BE IT FURTHER ORDAINED, That when the indebtedness, interest and costs of this bond issue have been paid in full, the County shall cease to collect the tax levied herewith.

BE IT FURTHER ORDAINED, That said sum be allocated and apportioned to the various departments and functions of the County Government as follows:

COUNTY GENERAL OPERATIONS	\$ 3.24
DEBT SERVICE FUND	\$.80
DEBT SERVICE	
Rural School Bonds	<u>\$.05</u>
Total	<u>\$ 4.09</u>

BE IT FURTHER ORDAINED, that amounts collected for County General Operations shall be allocated to and recorded in the General Fund and the Education Fund proportionately to the amounts budgeted in the General Fund and Education Fund. The amounts recorded in the Education Fund shall not exceed the amount budgeted and, if the amount allocated to the Education Fund is less than the amount budgeted, the allocation as of June 30, 2009 shall be adjusted to equal the amount budgeted.

BE IT FURTHER ORDAINED, that the amount recorded in the Education Fund for each month shall be paid to the school systems in accordance with State law by the 10th day of the following month.

BE IT FURTHER ORDAINED, That this Ordinance shall not take effect until and unless the Board of County Commissioners adopt by appropriate resolution a County budget for the 2008-2009

fiscal year and that the tax rate set forth herein and the effective date of this Ordinance is explicitly conditioned upon the adoption of the aforementioned County budget.

BE IT FURTHER ORDAINED, That the various sections of this Ordinance are severable, and that any portion declared unlawful shall not affect the remaining portions.

BE IT FURTHER ORDAINED, That this Ordinance shall become effective according to law.

A C WHARTON, JR., County Mayor

Date: _____

ATTEST:

Clerk of County Commission

First Reading: _____

Second Reading: _____

Adopted Third
Reading: _____

ITEM NO.: _____

PREPARED BY: Brian S. Bacchus

MOVED BY: _____

APPROVED BY: _____

A JOINT RESOLUTION OF THE CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE, TO AUTHORIZE A PLANNED DEVELOPMENT AMENDMENT LOCATED AT THE EAST SIDE OF SOUTHWIND PARK COVE; +/-182.82 FEET NORTH OF WINCHESTER ROAD, KNOWN AS THE OFFICES OF SOUTHWIND PLANNED DEVELOPMENT, AMENDED P.D. 08-310 CC.

WHEREAS, Application has been made for a planned development amendment to allow a music or dancing academy and beauty shop in Parcel 5 of the Outline Plan.

CASE NO. P.D. 08-310 CC

PROPERTY LOCATION: East East side of Southwind Park Cove; +/-182.82 feet north of Winchester Road

The property being more particularly described on the Outline Plan.

WHEREAS, The Office of Planning and Development has received and reviewed the application in accordance with the procedures, objectives, and standards for planned developments as set forth in Section 14 of the Joint Memphis and Shelby County Zoning Ordinance-Regulations, and has considered the proposed development's impacts upon surrounding properties, availability of public facilities, both external and internal circulation, land use compatibility, and whether the design and amenities are consistent with the public interest; and has submitted its findings and recommendation concerning the above considerations to the Land Use Control Board; and

WHEREAS, A public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on **Thursday, May 8, 2008** and said Board reported its recommendation of **approval with conditions** to the City Council and County Commission regarding the objectives, standards, and criteria, and the effect of granting the planned development amendment upon the character of the neighborhood and other matters pertaining to the public safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, AND THE CITY COUNCIL OF THE CITY OF MEMPHIS:

Section 1. That pursuant to Section 14 of the Memphis and Shelby County Zoning Ordinance-Regulations, a Planned Development amendment is approved for property located at the east side of Southwind Park Cove; +/-182.82 feet north of Winchester Road, subject to the attached conditions.

Section 2. **BE IT FURTHER RESOLVED**, That the requirements of said aforementioned section of the Zoning Ordinance-Regulations shall be deemed to have been complied with; that the Outline Plan shall bind the applicant, owner, mortgagee, if any, and the legislative body with respect to the contents of said plan; and the applicant and/or owner may file a final plan of development in accordance with said Outline Plan and the provisions of Section 14 of the Zoning Ordinance-Regulations.

Section 3. **BE IT FURTHER RESOLVED**, That the Joint Zoning Resolution take effect from and after the date it shall have been enacted according to due process of law, and thereafter shall be treated as in full force and effect in the jurisdiction subject to the above mentioned Joint Ordinance-Regulations by virtue of the joint, concurring, and separate passage thereof by the Board of Commissioners of Shelby County, Tennessee, and the City Council of the City of Memphis.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Clerk of the County Commission

ADOPTED: _____

P.D. 08-310 CC
The Offices of Southwind Planned Development, Amended

P.D. 08-310 CC
Outline Plan Conditions:

- I. Uses Permitted: **Amendments:** **[Bold, Italic & Underlined]**
- A. In Parcels 1-5, any use permitted in the General Office (O-G) District by right or administrative site plan review. **In addition to above permitted uses: A music or dancing academy and beauty shop shall be allowed in Parcel 5-Only.**
- B. Alternatively, in Parcel 5, a Day Care Center with no outside play equipment, or a Senior Day Care Center.
- C. Alternatively, in Parcels 1 and 2, any of the following uses:
1. Photo studio
 2. Bakery, retail
 3. Bank
 4. Beauty or Barber Shop
 5. Cleaning Pick-Up
 6. Financial Services
 7. Photo Finishing and Pick-Up Station
 8. Flower or Plant Shop
 9. Restaurant limited to 20 seats and no drive-thru
 10. Retail Sales
 11. Services, Other Business and Personal
 12. Music or Dancing Academy
 13. Offices
 14. Personal Service Establishment
- II. Building Design:
- A. The maximum gross floor area on each parcel shall be limited to the following:
1. Parcel 1 – 11,625 sq. ft.
 2. Parcel 2 – 11,250 sq. ft.
 3. Parcel 3 – 12,000 sq. ft.
 4. Parcel 4 – 12,000 sq. ft.
 5. Parcel 5 – 12,000 sq. ft.
- B. The height of a building on any parcel shall be 24 feet, provided that the number of stories shall be limited to one.
- C. The architecture of the proposed building shall be similar to what is shown in the attached figures and elevations.
- D. A parapet wall shall be constructed around the roof of each building to equally screen any and all roof-mounted mechanical equipment.
- III. Access, Parking and Circulation:
- A. The developer shall construct, at his sole expense, a median modification in Winchester Road with location and design subject to the approval of the City/County Engineer.
- B. The design of the cul-de-sac end shall be subject to the approval of the City Engineer.
- C. The design and location of the curb cuts on Southwind Office Drive shall be subject to the approval of the City Engineer.
- D. Any existing nonconforming curb cuts shall be modified to meet the current standards of the City of Memphis and Shelby County or shall be closed with curb and gutter.
- E. Internal circulation shall be provided between all adjacent parcels.

IV. Signs:

- A. Any attached signage shall consist of individual letters or logos no more than 24 inches in height. All letters shall be white and have a dark, earth-tone metal edge around each letter. Any lighting must be internal.
- B. One detached ground-mounted center sign shall be permitted with a maximum size of 150 square feet per sign face. The sign shall be made of the same materials used in the nearest building, or an equivalent alternative subject to the approval of the Office of Planning and Development.
- C. Any signage will be set back a minimum of 15 feet from the right-of-way and shall be sited clear of the vision triangle.
- D. Outside flags, banners and temporary or moving signs are prohibited.

V. Landscaping:

- A. A 30-foot streetscape planting shall be installed along the frontage of Winchester Road for the entire width of the development and continuing to include any portion of the outer 10 feet of the right-of-way that is unencumbered by sidewalk, easements, curbing or overhead utility wires, provided that the sidewalk may be curvilinear within the streetscape area, subject to the approval of the County Engineer. The streetscape shall consist of three rows of trees and shrubs as specified below, and a three-rail split cedar fence, to be installed by the developer and maintained by the Property Owners' Association. The northern planting row shall be Shrub A, planted 3 feet on center, and be maintained in a height of 24" to 30". The middle row shall include species from Tree B, tree C, and/or Tree D planted 30 feet on center in accordance with the standards in Chapter 29, Section M of the zoning ordinance. The southern row shall be a row of Yoshino cherry trees 10 feet to 12 feet in height and planted 40 feet on center.
- B. Landscape Plate A-1, A-2, A-3 or A-4 shall be installed on both sides of Southwind Office Cove by the developer and maintained by the property owner.
- C. The median of Winchester Road shall be landscaped with trees, shrubs and flowers in accordance with guidelines promulgated by the Technical Corridor Association. If the guidelines have been promulgated at the time the property is developed, the developer shall install the median landscaping. Otherwise the developer shall contribute the cost of installation to an escrow account controlled by the Property Owners' Association.
- D. A 40-foot landscape screen shall be installed by the developer and maintained by the property owner at the rear of Parcel 4. This screen shall consist of 4 rows of Tree 'D' planted in the pattern illustrated by plate B-5.
- E. A detailed landscaping plan shall be made a part of each final plan.
- F. Equivalent alternatives may be substituted for the landscaping required above, subject to the approval of the Office of Planning and Development.

VI. Final Plan Notes: The following notes shall be placed on the Final Plan:

- A. No adult entertainment or sexually oriented business shall be permitted in this phase of development.
- B. No outside speaker or paging system shall be permitted.
- C. Required landscaping shall not be placed on sewer or drainage easements.

- D. The existing storm water detention area shall be noted on the final plat by the phrase "Reserved for Storm Water Detention," and the following shall appear in the conditions: The existing storm water detention area shall not be used as a building site or filled without first obtaining written permission from the City or County Engineer, as applicable. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or owner's association. Such maintenance shall be performed so to ensure that the system operates in accordance with the approved plan located in the City/County Engineer's Office. Such maintenance shall include, but not be limited to: removal of sedimentation, fallen objects, debris, and trash; mowing; outlet cleaning; and repair of drainage structures.
- E. A statement to this effect shall appear on the final plat: "All commons, open area, lakes, drainage detention facilities, private streets, private sewers and private drainage systems and common area landscaping as specified above shall be owned and maintained by a Property Owners' Association."

VII. Other:

The Land Use Control Board may modify the bulk, access, parking circulation, signage, lighting, landscaping, and other site design requirements if equivalent alternatives are presented, provided, however, any adjacent property owner who is dissatisfied with the modifications of the Land Use Control Board hereunder may, within ten days of such action, file a written appeal to the Director of Office of Planning and Development, to have such action reviewed by the legislative bodies.

VIII. A final plan shall be filed within five(5) years of approval of the Outline Plan. The Land Use Control Board may grant extensions at the request of the applicant.

IX. Any final plan shall include the following:

- A. The Outline Plan Conditions.
- B. A Standard Subdivision Contract as defined by the Subdivision Regulations for any needed public improvements.
- C. The exact location and dimensions including height of all buildings or buildable areas, parking areas, drives, and identification of plant materials in required landscaping as well as a rendering of the appearance of all proposed buildings including labeling of predominant construction materials.
- D. The number of parking spaces.
- E. The location and ownership, whether public or private, of any easement.
- F. The Floodway District boundary, the 100-year flood elevation and any wetlands.
- G. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved For Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City or County Engineer, as applicable. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City/County Engineer's Office. Such maintenance shall include, but not be limited to, removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning; and repair of drainage structures.

O.P.D. Case Number P.D. 08-310 CC



REVISÉ: 04/05/2000

Date: 02/25/08
Prepared By:
Property Research Data
PRD Job #08-018

LAND USE CONTROL BOARD RECOMMENDATION

CASE #: P. D. 08-310 CC

At its regular meeting on **Thursday, May 8, 2008**, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application requesting a planned development on the property described as follows:

LOCATION: East side of Southwind Park Cove; +/-182.82 feet north of Winchester Road

OWNERS/APPLICANTS: C & K Property Management, LLC

REPRESENTATIVE: Prime Development Group

REQUEST: Planned development amendment to allow a music or dancing academy and beauty shop in Parcel 5 of the Outline Plan.

AREA: 0.99 Acre(43,124 sq. ft.)

EXISTING LAND USE & ZONING: One-story brick and steel frame building currently governed by Offices of Southwind Planned Development(P.D. 02-354 CC).

The following spoke in support of the application:

Mike Fahy, representative; stated agreement with the recommendation of the staff and conditions of approval of the planned development amendment.

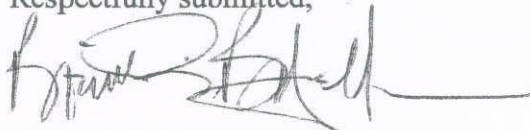
No one spoke in opposition of the application.

The Land Use Control Board viewed the application of '*C & K Property Management, LLC*', requesting a planned development amendment and the report of the staff. A motion was made and seconded to recommend approval of the application.

The motion passed by unanimous vote of 7 to 0.

The Board approved the conclusions of the staff as contained in the staff report.

Respectfully submitted,



Brian S. Bacchus, Principal
Mary L. Baker, Deputy Director
Office of Planning and Development

Cc: P & Z Committee Members
File

Land Use Control Board
OUTLINE PLAN CONDITIONS:

- I. Uses Permitted: Amendments: **[Bold, Italic & Underlined]**
- A. In Parcels 1-5, any use permitted in the General Office (O-G) District by right or administrative site plan review. **In addition to above permitted uses: A music or dancing academy and beauty shop shall be allowed in Parcel 5-Only.**
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- C. The architecture of the proposed building shall be similar to what is shown in the attached figures and elevations.

- D. A parapet wall shall be constructed around the roof of each building to equally screen any and all roof-mounted mechanical equipment.

III. Access, Parking and Circulation:

- A. The developer shall construct, at his sole expense, a median modification in Winchester Road with location and design subject to the approval of the City/County Engineer.
- B. The design of the cul-de-sac end shall be subject to the approval of the City Engineer.
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- E. The location and ownership, whether public or private, of any easement.
- F. The Floodway District boundary, the 100-year flood elevation and any wetlands.
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P.D. 08-310 CC(formerly P.D. 02-354 CC)

The Offices of Southwind Planned Development, Amended

LAND USE OWNERSHIP DISCLOSURE

Please identify every person who has an ownership interest of 10% or more in the subject application whether they be the current owners, the contract buyers, or the lenders. If current owner or contract buyer are public corporations, please note the fact and list no other owners. Only lenders which are not institutions (banks, saving and loans or credit unions) need be listed.

	NAMES	ADDRESSES
<u>CURRENT OWNERS</u>	Roger Kelley, Jr.	656 Woodland Trace Lane Cordova, TN 38018
	_____	_____
	_____	_____
	_____	_____
<u>CONTRACT OWNERS/BUYERS</u>	N/A	_____
	_____	_____
	_____	_____
	_____	_____
<u>NON-INSTITUTIONAL LENDERS INCLUDING SELLER(S) IF THE PENDING SALE IS OWNER FINANCED</u>	N/A	_____
	_____	_____
	_____	_____
	_____	_____

Shelby County Fiscal Impact Model

V. 3.1 11/27/06

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Project Summary

Budget year dollars

P.D. 08-310cc

2006

Units

Average
Appraised
Value per Unit

Total
Appraised
Value

Total
Assessed
Value

Average
Pupils Per
New Unit

Pupils

Project profile

Residential (dwelling units)

Residential - single family, detached

Residential - single family attached

Residential - condominium

Residential - multi-family apartment

Subtotal

Commercial (square feet)

Commercial - office

Commercial - retail

Commercial - hotel/motel

Commercial - other

Subtotal

Industrial (square feet)

Project total

Project-related expenditures

General purpose

Transfers

Transfer to the Med

Transfer to Shelby County Bd of Ed

Transfer to City of Memphis Bd of Ed

Debt service

Schools

Roads

All other

Total expenditures

Project-related revenue

Local taxes

Local revenue

State source

Elected officials

Investments, misc, other

Capital profers (annualized)

Total revenue

Revenue offsets

Current real property tax on parcel land value

Net project fiscal impact

0	\$0	\$0	\$0	0.57	0.00
0	\$0	\$0	\$0	0.43	0.00
0	\$0	\$0	\$0	0.21	0.00
0	\$0	\$0	\$0	0.21	0.00
0	\$0	\$0	\$0	0.00	0.00

0	\$0	\$0	\$0		
0	\$0	\$0	\$0		
0	\$0	\$0	\$0		
12,317	\$1,248,600	\$15,379,006,200	\$6,151,602,480		
12,317		\$15,379,006,200	\$6,151,602,480		

0	\$0	\$0	\$0		
		\$15,379,006,200	\$6,151,602,480		

\$14,917

\$0
\$0
\$0
\$0
\$0
\$1,268
\$808
\$16,993

\$277,085,817

\$379
\$690
\$769
\$0
\$0
\$277,087,656

\$70,448,152

\$206,622,511

Rita Clark Assessor of Property

Property Location and Owner Information	2007 Appraisal and Assessment Information
Parcel ID: D0242P E00005	Class: COMMERCIAL
Property Address: 3650 SOUTHWIND PARK CV	Land Appraisal: \$ 281,600
Municipal UNINCORP	Building Appraisal: \$ 967,000
Jurisdiction:	Total Appraisal: \$ 1,248,600
Neighborhood 00301A54	
Number:	Total Assessment: \$ 499,440
Land Square 43298	
Footage:	
Acres: 0.9940	Greenbelt Land: \$ 0
Lot Dimensions: 198 X 201.41 (IRR)	Homesite Land: \$ 0
Subdivision Name: OFFICES OF SOUTHWIND PD	Homesite Building: \$ 0
PARCELS 1 THRU 5	Greenbelt Appraisal: \$ 0
Subdivision Lot PARCEL 5	Greenbelt Assessment: \$ 0
Number:	
Plat Book and 228-032	
Page:	View: GIS PARCEL MAP
Number of 1	
Improvements:	
Owner Name: C & K PROPERTY	
MANAGEMENT LLC	
In Care Of:	
Owner Address: PO BOX 2406	
Owner CORDOVA, TN 38088	
City/State/Zip:	

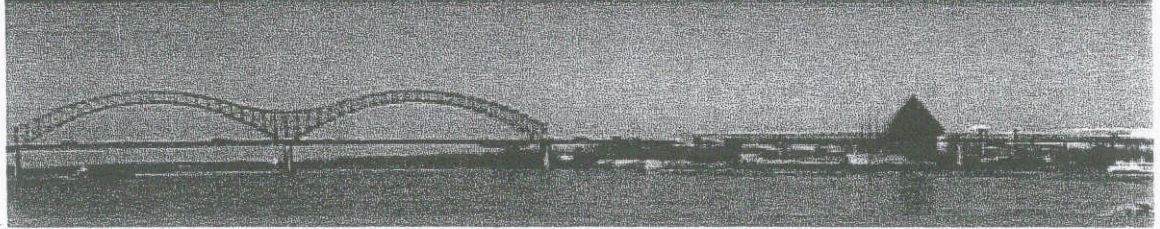
Commercial Structure Information	
Land Use:	- SHP-CTR-NBRD
Total Living Units:	
Structure Type:	NBHD SHOPPING CENTER
Year Built:	2006
Investment Grade:	A
Building Square Footage:	12317

Other Buildings on Site for this Property
See Permits Filed for this Property
See Sales Data for this Property

Disclaimer: The information presented on this web site is based on the inventory of real property found within the jurisdiction of the county of Shelby in the State of Tennessee. Shelby County assumes no legal responsibility for the information contained within this web site. This is not a bill and does not serve as a notice or invoice for payment of taxes nor does it replace scheduled notices mailed to property owners.

Tom Leatherwood

Shelby County Register



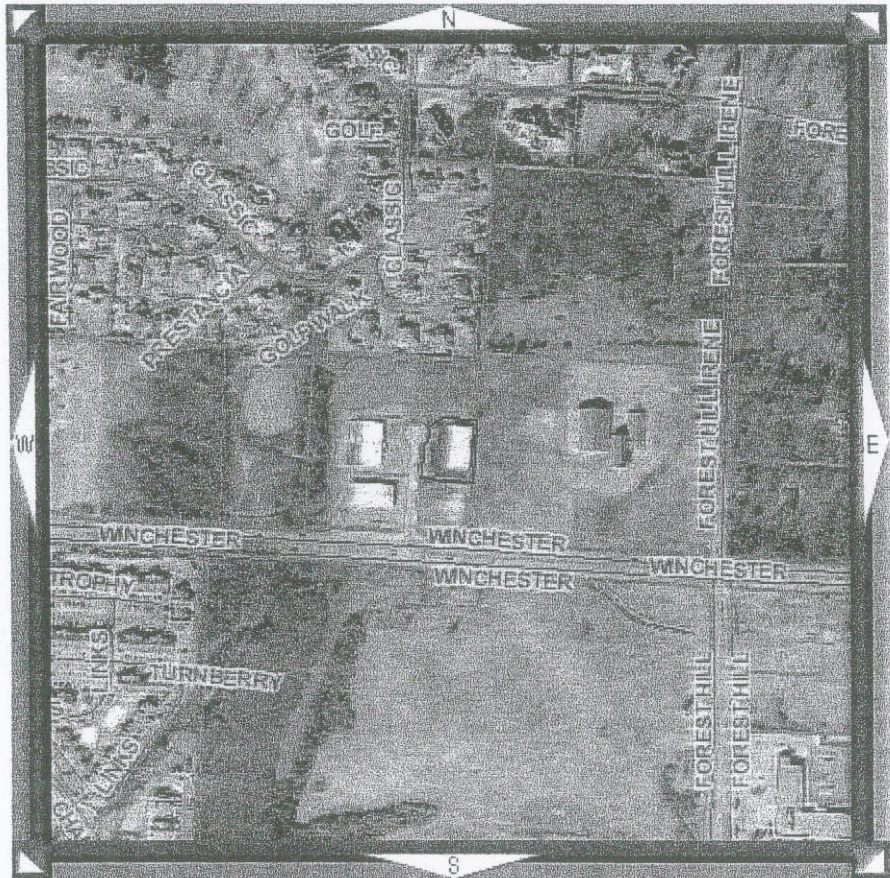
Property Data

Owner: C & K PROPERTY MANAGEMENT LLC
 Property Address: 3650 SOUTHWIND PARK CV
 Tax District: SHELBY COUNTY
 Parcel ID: D0242P E00005
 Tax Map: 200E
 Year Built:
 Lot Number: PARCEL 5
 Subdivision Name: OFFICES OF SOUTHWIND PD PARCELS 1 THRU 5
 Plat BK. & PG.: 228-032
 Dimensions: 198 X 201.41 (IRR)
 Land Total:
 Total Acres: 0.99
 Owner's address: 0 PO BOX 2406 CORDOVA, TN 38088
 Class: COMMERCIAL
 Use: - SHP-CTR-NBRD
 Zoning: O-G
 Taxes: [County Tax Info](#)
 Appraisal: [Appraisal Info](#)

[Recent and Comparable Sales Search](#)

Property Transactions

Item 1
 Inst #: 04101387
 Inst Type: WARRANTY DEED
 Sales Date: 06/16/2004
 Sales Price: 281,547
 Item 2
 Inst #: 03067610
 Inst Type: QUIT CLAIM
 Sales Date: 04/02/2003
 Sales Price:



Property data, transactions and parcels reflect information from the April 2007 certified tax roll. More recent information is available at [Property Search](#).

Property tax maps and parcel boundaries do not reflect accurate survey information or exact legal ownership boundaries but are only provided for general information purposes.

Property tax maps are provided to the County Register by the County Assessor's office "on or before October 1 of each year" according to T.C.A. 67-5-806.

JOINT ZONING RESOLUTION NO. _____

A JOINT RESOLUTION OF THE COUNTY OF SHELBY AND THE CITY OF MEMPHIS, TENNESSEE TO AUTHORIZE A PLANNED DEVELOPMENT AMENDMENT LOCATED AT THE EAST SIDE OF SOUTHWIND PARK COVE; +/-182.82 FEET NORTH OF WINCHESTER ROAD, KNOWN AS THE OFFICES OF SOUTHWIND PLANNED DEVELOPMENT, AMENDED, P.D. 08-310 CC AS HEREINAFTER SET OUT

WHEREAS, Application has been made for a planned development amendment to allow a music or dancing academy and beauty shop in Parcel 5 of the Outline Plan.

CASE NO. **P.D. 08-310 CC**

PROPERTY LOCATION: **East side of Southwind Park Cove; +/-182.82 feet north of Winchester Road**

The property being more particularly described on the Outline Plan.

WHEREAS, The Office of Planning and Development has received and reviewed the application in accordance with the procedures, objectives and standards for planned developments as set forth in Section 14 of the Joint Memphis and Shelby County Zoning Ordinance-Regulations, with regard to the proposed development's impacts upon surrounding properties, availability of public facilities, both external and internal circulation, land use compatibility, and that the design and amenities are consistent with the public interest; and has submitted its findings and recommendation concerning the above considerations to the Land Use Control Board; and

WHEREAS, A public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on *Thursday, May 8, 2008* and said Board reported its recommendation of **approval with conditions** to the City Council and County Commission regarding the objectives, standards and criteria, and the effect of granting the planned development upon the character of the neighborhood and other matters pertaining to the public safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, AND THE CITY COUNCIL OF THE CITY OF MEMPHIS:

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ATTEST:

*cc: Office of Construction Code Enforcement
Public Works(Adm.)
Office of Planning and Development*

P.D. 08-310 CC(formerly P.D. 02-354 CC)
The Office of Southwind Planned Development, Amended

P.D. 08-310 CC**Outline Plan Conditions:**

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 2. Parcel 2 – 11,250 sq. ft.
 3. Parcel 3 – 12,000 sq. ft.
 4. Parcel 4 – 12,000 sq. ft.
 5. Parcel 5 – 12,000 sq. ft.
- B. The height of a building on any parcel shall be 24 feet, provided that the number of stories shall be limited to one.
- C. The architecture of the proposed building shall be similar to what is shown in the attached figures and elevations.

- D. A parapet wall shall be constructed around the roof of each building to equally screen any and all roof-mounted mechanical equipment.

III. Access, Parking and Circulation:

- A. The developer shall construct, at his sole expense, a median modification in Winchester Road with location and design subject to the approval of the City/County Engineer.
- B. The design of the cul-de-sac end shall be subject to the approval of the City Engineer.
- C. The design and location of the curb cuts on Southwind Office Drive shall be subject to the approval of the City Engineer.
- D. Any existing nonconforming curb cuts shall be modified to meet the current standards of the City of Memphis and Shelby County or shall be closed with curb and gutter.
- E. Internal circulation shall be provided between all adjacent parcels.

IV. Signs:

- A. Any attached signage shall consist of individual letters of logos no more than 24 inches in height. All letters shall be white and have a dark, earth-tone metal edge around each letter. Any lighting must be internal
- B. One detached ground-mounted center sign shall be permitted with a maximum size of 150 square feet per sign face. The sign shall be made of the same materials used in the nearest building, or an equivalent alternative subject to the approval of the Office of Planning and Development.
- C. Any signage will be set back a minimum of 15 feet from the right-of-way and shall be sited clear of the vision triangle.
- D. Outside flags, banners and temporary or moving signs are prohibited.

V. Landscaping:

- A. A 30-foot streetscape planting shall be installed along the frontage of Winchester Road for the entire width of the development and continuing to include any portion of the outer 10 feet of the right-of-way that is unencumbered by sidewalk, easements, curbing or overhead utility wires, provided that the sidewalk may be curvilinear within the streetscape area, subject to the approval of the County Engineer. The streetscape shall consist of three rows of trees and shrubs as specified below, and a three-rail split cedar fence, to be installed by the developer and maintained by the Property Owners' Association. The northern planting row shall be Shrub A, planted 3 feet on center, and be maintained in a height of 24" to 30". The middle row shall include species from Tree B, tree C, and/or Tree D planted 30 feet on center in accordance with the standards in Chapter 29, Section M of the zoning ordinance. The southern row shall be a row of Yoshino cherry trees 10 feet to 12 feet in height and planted 40 feet on center.

- B. Landscape Plate A-1, A-2, A-3 or A-4 shall be installed on both sides of Southwind Office Cove by the developer and maintained by the property owner.
- C. The median of Winchester Road shall be landscaped with trees, shrubs and flowers in accordance with guidelines promulgated by the Technical Corridor Association. If the guidelines have been promulgated at the time the property is developed, the developer shall install the median landscaping. Otherwise the developer shall contribute the cost of installation to an escrow account controlled by the Property Owners' Association.
- D. A 40-foot landscape screen shall be installed by the developer and maintained by the property owner at the rear of Parcel 4. This screen shall consist of 4 rows of Tree 'D' planted in the pattern illustrated by plate B-5.
- E. A detailed landscaping plan shall be made a part of each final plan.
- F. Equivalent alternatives may be substituted for the landscaping required above, subject to the approval of the Office of Planning and Development.

VI. Final Plan Notes: The following notes shall be placed on the Final Plan:

- A. No adult entertainment or sexually oriented business shall be permitted in this phase of development.
- B. No outside speaker or paging system shall be permitted.
- C. Required landscaping shall not be placed on sewer or drainage easements.
- D. The existing storm water detention area shall be noted on the final plat by the phrase "Reserved for Storm Water Detention," and the following shall appear in the conditions: The existing storm water detention area shall not be used as a building site or filled without first obtaining written permission from the City or County Engineer, as applicable. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or owner's association. Such maintenance shall be performed so to ensure that the system operates in accordance with the approved plan located in the City/County Engineer's Office. Such maintenance shall include, but not be limited to: removal of sedimentation, fallen objects, debris, and trash; mowing; outlet cleaning; and repair of drainage structures.
- E. A statement to this effect shall appear on the final plat: "All commons, open area, lakes, drainage detention facilities, private streets, private sewers and private drainage systems and common area landscaping as specified above shall be owned and maintained by a Property Owners' Association."

VII. Other:

The Land Use Control Board may modify the bulk, access, parking circulation, signage, lighting, landscaping, and other site design requirements if equivalent alternatives are presented, provided, however, any adjacent property owner who is dissatisfied with the modifications of the Land Use Control Board hereunder may, within ten days of such action, file a written appeal to the Director of Office of Planning and Development, to have such action reviewed by the legislative bodies.

- VIII. A final plan shall be filed within five(5) years of approval of the Outline Plan. The Land Use Control Board may grant extensions at the request of the applicant.
- IX. Any final plan shall include the following:
- A. The Outline Plan Conditions.
 - B. A Standard Subdivision Contract as defined by the Subdivision Regulations for any needed public improvements.
 - C. The exact location and dimensions including height of all buildings or buildable areas, parking areas, drives, and identification of plant materials in required landscaping as well as a rendering of the appearance of all proposed buildings including labeling of predominant construction materials.
 - D. The number of parking spaces.
 - E. The location and ownership, whether public or private, of any easement.
 - F. The Floodway District boundary, the 100-year flood elevation and any wetlands.
 - G. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved For Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City or County Engineer, as applicable. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City/County Engineer's Office. Such maintenance shall include, but not be limited to, removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning; and repair of drainage structures.

P.D. 08-310 CC(formerly P.D. 02-354 CC)

The Offices of Southwind Planned Development, Amended

Vicinity Map

O.P.D. Case Number P.D. 08-310 CC



STAFF REPORT

13

CASE NUMBER: P.D. 08-310 CC **L.U.C.B. MEETING:** May 8, 2008

DEVELOPMENT NAME: OFFICES OF SOUTHWIND PLANNED DEVELOPMENT, AMENDED

LOCATION: East side of Southwind Park Cove; +/-182.82 feet north of Winchester Road

OWNERS / APPLICANTS: C & K Property Management, LLC

REPRESENTATIVE: Prime Development Group

REQUEST: Planned development amendment to allow a music or dancing academy and beauty shop in Parcel 5.

AREA: 0.99 Acre(43,124 sq. ft.)

EXISTING LAND USE & ZONING: Currently governed by Offices of Southwind Planned Development(P.D. 02-354 CC).

SURROUNDING LAND USES AND ZONING:

North: Single family homes in Southwind Planned Development(P.D. 94-326 CC) and vacant land with infrastructure improvements underway for single family homes in City of Germantown.

East: Single family homes on estate lots and Forest Hill Baptist Church in the City of Germantown.

South: Multi-family apartment communities in Windyke Park(P.D. 96-322 CC) and Windyke Park-South(P.D. 97-363 CC) Planned Developments and vacant land governed by Forest Hill Plaza Planned Development(P.D. 06-312 CC).

West: Large tract of vacant land in Southwind Planned Development(P.D. 94-326 CC) District and 'Common Open Space' for Storm Water Detention, retail shops and Christ the Rock Christian Academy in Offices of Southwind Planned Development(P.D. 02-354 CC).

OFFICE OF PLANNING AND DEVELOPMENT RECOMMENDATION:

Approval with Conditions

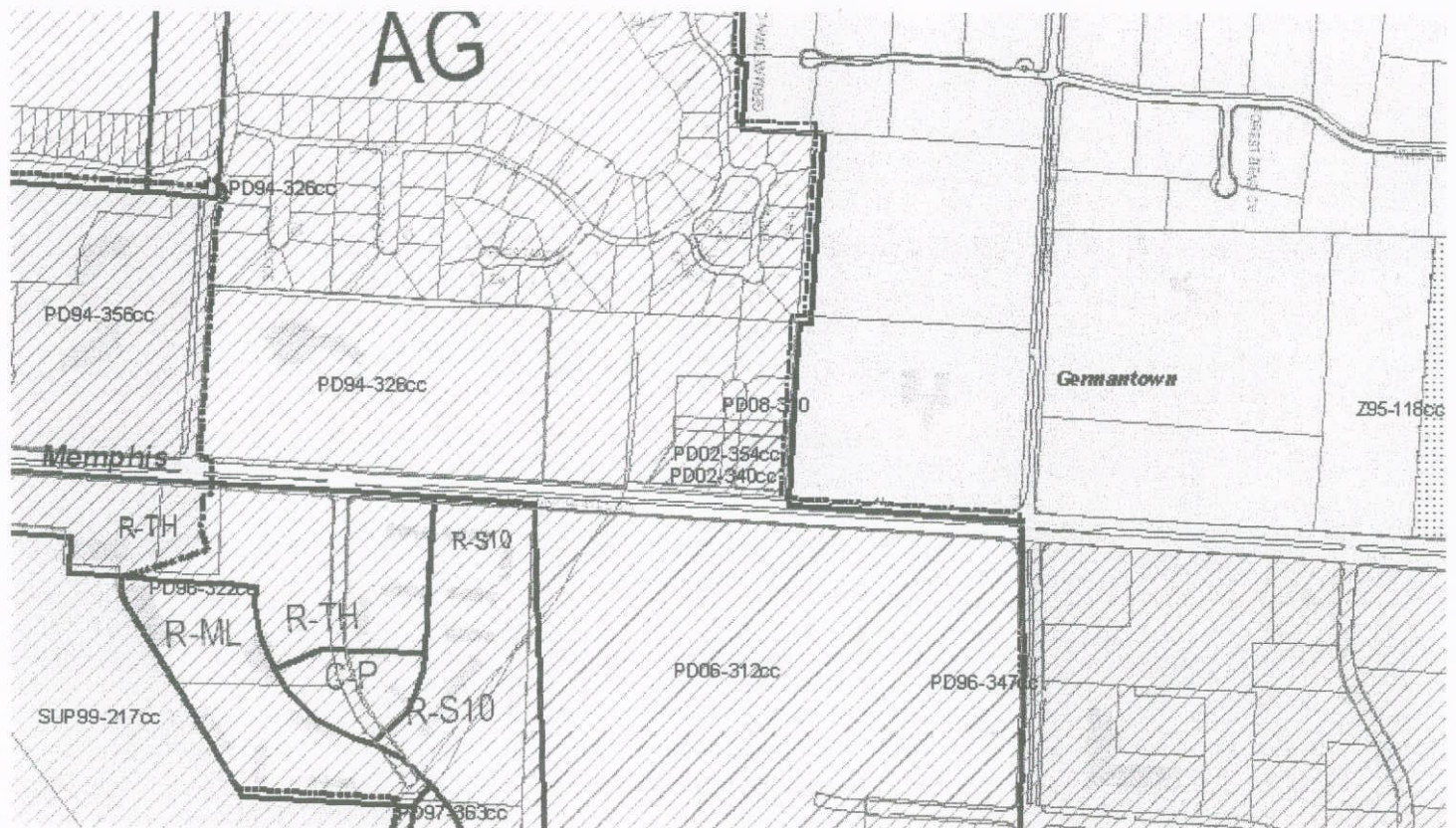
Staff: **Brian Bacchus**

E-mail: brian.bacchus@memphistn.gov

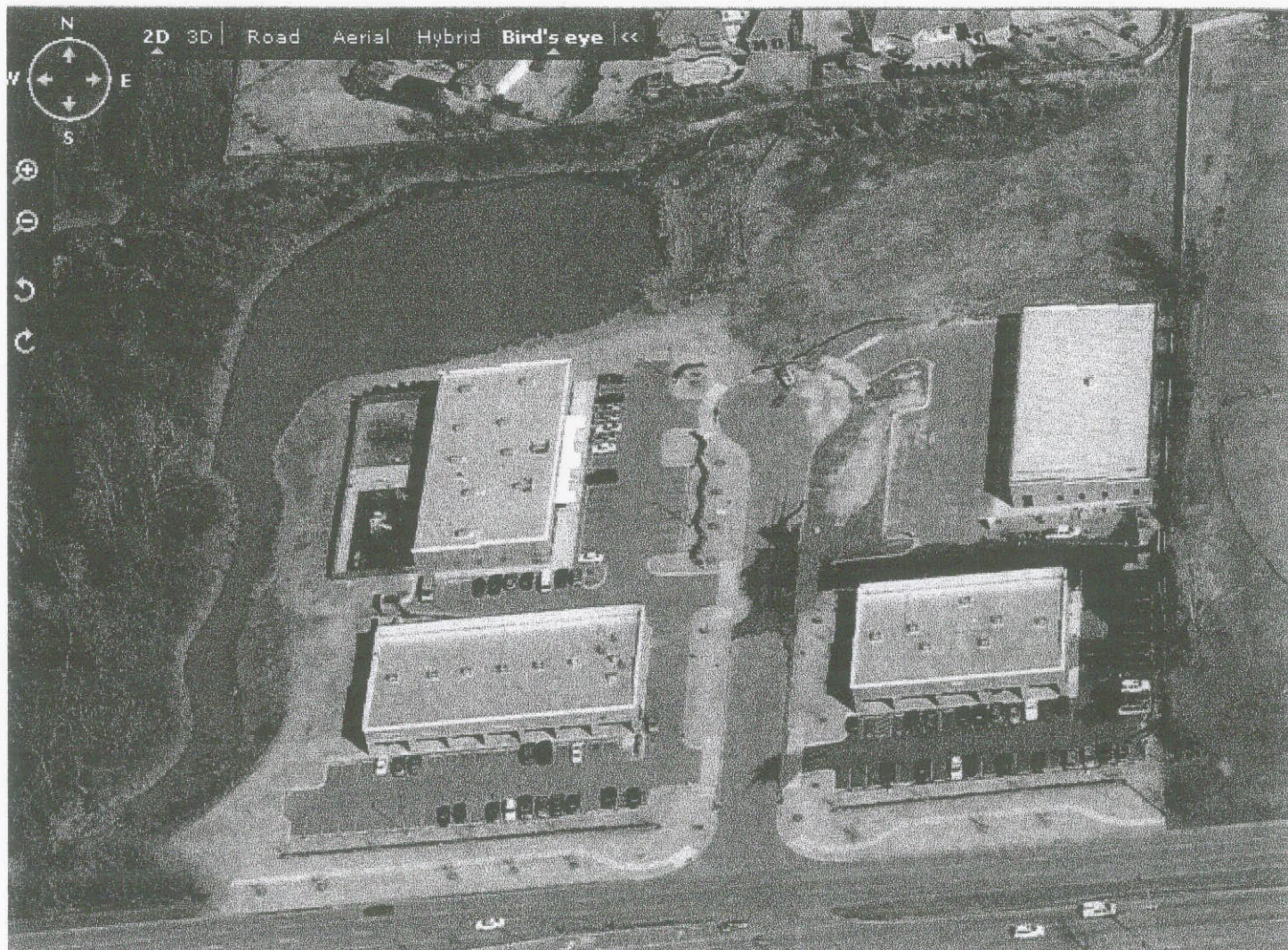
CONCLUSIONS:

1. The subject property is a 0.99 acre lot containing 43,124 square feet designated Parcel 5 of an approved planned development for primarily General Office(O-G) District land uses. The site is occupied by a one-story brick and steel frame building with glass store fronts, including parking and landscaping.
2. The subject property is a lot on the east side of Southwind Park Cove in the Offices of Southwind Planned Development approved in January, 2003 that includes three(3) existing buildings and a fifth to be constructed on Parcel 4 of the plan.
3. The land use in the surrounding area is primarily mixed-use developments approved in planned developments as well as land use developed under current zoning. The subject property is a part of the eastern portion of the plan that allows General Office(O-G) District land uses.
4. This application is for a planned development amendment to allow a beauty shop and a music or dancing academy as permitted land uses in a new building with available tenant spaces in Parcel 5 of a recorded Outline/Final Plan for the Offices of Southwind Planned Development.
5. This parcel was exclusively approved for O-G District land use as well as Parcels 3 and 4. The remaining Parcels 1 and 2 allowed O-G and specific land uses not otherwise permitted in this zoning district. This amendment for similar land use is acceptable to approved land use, because it does not significantly change the intent of the original Outline Plan.

ZONING HISTORY MAP:



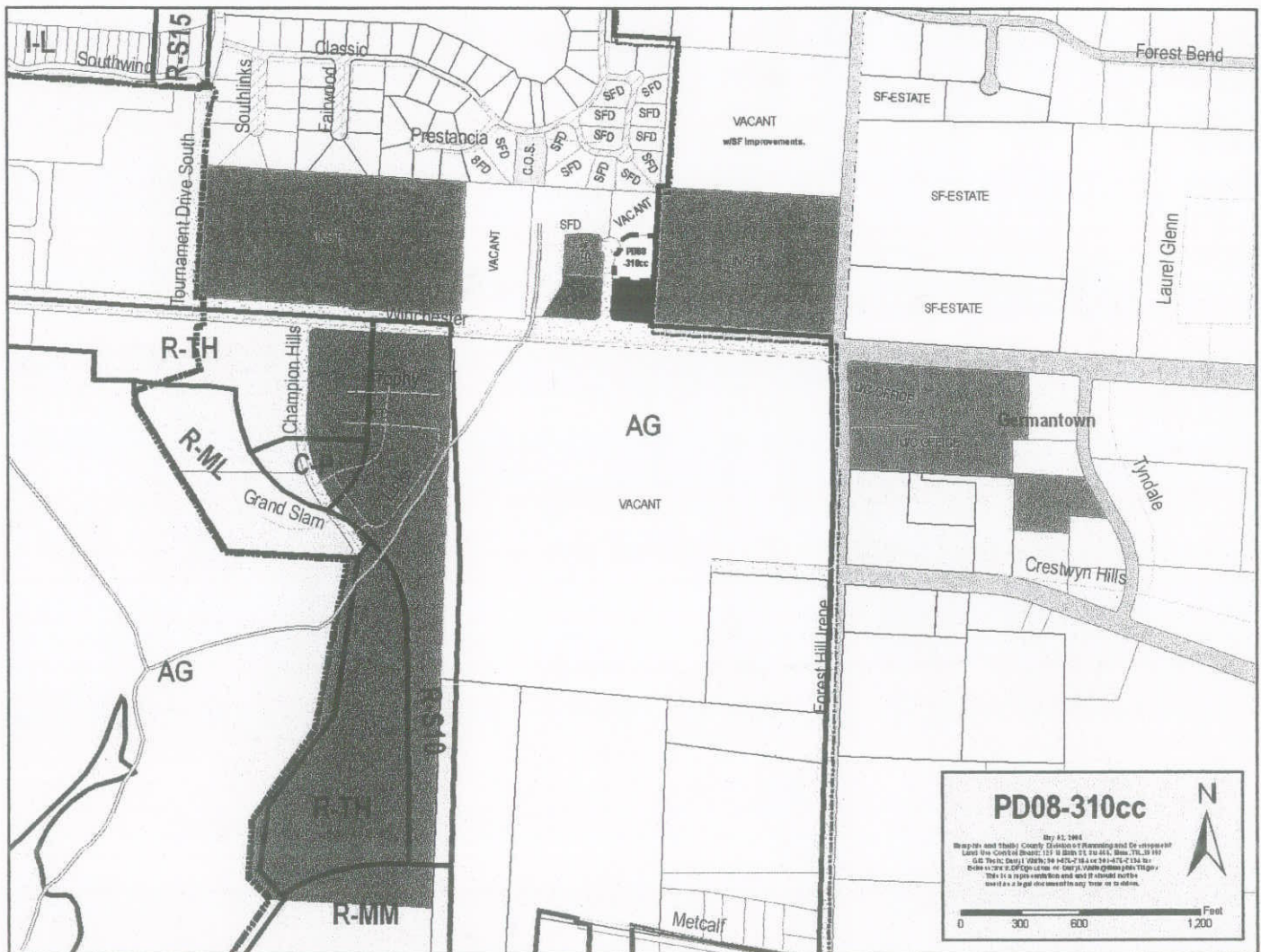
3650 Southwind Park Cove (Bird's Eye View)



ELEVATION: **3650 Southwind Park Cove**



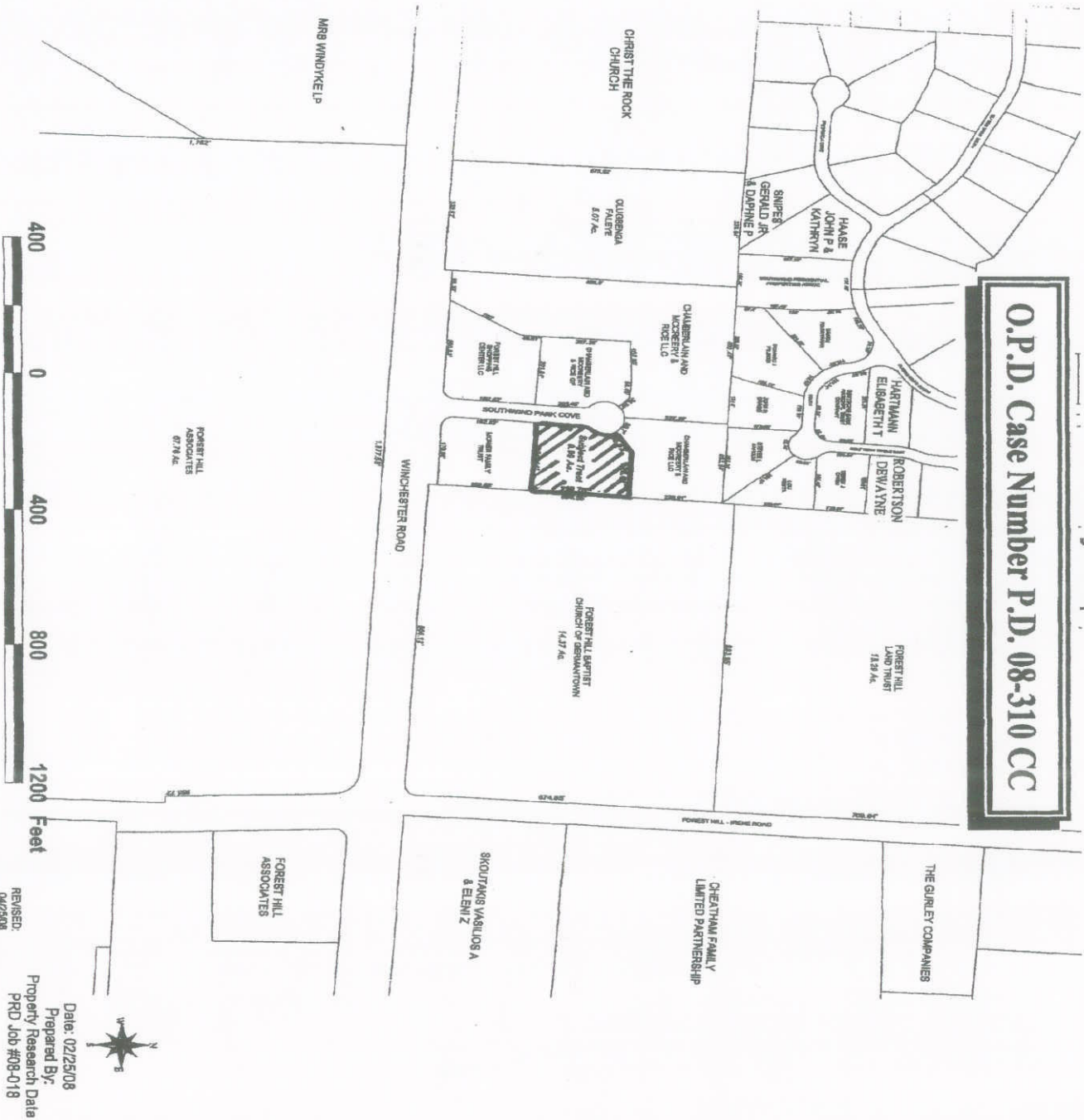
ZONING & LAND USE MAP:



[illegible]

Vicinity Map

O.P.D. Case Number P.D. 08-310 CC



STAFF ANALYSIS:

Site Description

The subject property is a 0.99 acre lot containing 43,124 square feet designated Parcel 5 of an approved planned development for primarily General Office(O-G) District land uses. The site is occupied by a one-story brick and steel frame building with glass store fronts, including parking and landscaping. The property is located along a public cove with access to a major road, Winchester Road, just west of Forest Hill-Irene Road. The site is located in Shelby Farms-Germantown Planning District in southeast Shelby County in the Memphis Reserve Area.

Along the east property line, a sight-proof fence six(6') feet in height and evergreen shrubs atop the entire length of a retaining wall are to the rear of the building. The required landscaping has been installed at the street, including shrubs and street trees in accordance with the final plan. An additional landscape screen has been supplemented with evergreens trees along the north line of Parcel 4 and maintaining the natural buffer adjacent to single family homes north in Southwind Planned Development. The subject property is a lot on the east side of Southwind Park Cove in the Offices of Southwind Planned Development approved in January, 2003 that includes three(3) existing buildings and a fifth to be constructed on Parcel 4 of the plan. The overall Outline/Final Plan consists of 9.5 acres, including a Storm Water Detention Basin along the west property line.

Area Overview

The land use in the surrounding area is primarily mixed-use developments approved in planned developments as well as land use developed under current zoning. The land uses to the north and west of Forest Hill-Irene Road are single family homes in Southwind Planned Development, including a golf course and Christ the Rock Church. There are new retail shops and a Christian Academy(daycare) as well as offices, retail shops and a small restaurant within this development for the Offices of Southwind Planned Development(P.D. 02-354 CC). The land use directly adjacent to and east of the site is Forest Hill Baptist Church and single family estate properties in the City of Germantown.

In the northeast quadrant of this major road intersection, the land use is large single family estate properties within the City of Germantown that extend north along both sides of Forest Hill-Irene Road as well as vacant lots available for new home construction. The southeast area is within the Forest Hill Heights Planned Development with new office development currently under construction. There are other large and small office land use along both sides Crestwyn Hills Drive with the balance of the property. The land use to the south of the subject property is primarily vacant land in Forest Hill Plaza Planned Development(P.D. 06-312 CC) approved for Planned Commercial(C-P) District land uses, including a hotel on a 67.20 acre tract at the southwest corner of this major road intersection—Winchester and Forest Hill-Irene roads.

Amendment vs. Development Plan

This application is for a planned development amendment to allow a beauty shop and a music or dancing academy as permitted land uses in a new building with available tenant spaces in Parcel 5 of a recorded Outline/Final Plan for the Offices of Southwind Planned Development. The subject property is a part of the eastern portion of the plan that allows General Office(O-G) District land uses. This zoning district allows beauty and barber shops, but does not allow a music or dancing academy. This is an insignificant change for a land use similar in nature to the existing academy on the opposite side of Southwind Park Cove.

This parcel was exclusively approved for O-G District land use as well as Parcels 3 and 4. The remaining Parcels 1 and 2 allowed O-G and specific land uses not otherwise permitted in this zoning district. The storm water detention basin is a required system for this property, but an amenity that serves as a water feature to the development, including the natural buffer along the north property line adjacent to single family residential. This amendment for a similar land use is acceptable to approved land use, because it does not significantly change the intent of the original Outline Plan.

RECOMMENDATION: Approval with Conditions

I. Uses Permitted: **Amendments:** ***[Bold, Italic & Underlined]***

A. In Parcels 1-5, any use permitted in the General Office (O-G) District by right or administrative site plan review. ***In addition to above permitted uses: A music or dancing academy and beauty shop shall be allowed in Parcel 5-Only.***

B. Alternatively, in Parcel 5, a Day Care Center with no outside play equipment, or a Senior Day Care Center.

C. Alternatively, in Parcels 1 and 2, any of the following uses:

1. Photo studio
2. Bakery, retail
3. Bank
4. Beauty or Barber Shop
5. Cleaning Pick-Up
6. Financial Services
7. Photo Finishing and Pick-Up Station
8. Flower or Plant Shop
9. Restaurant limited to 20 seats and no drive-thru
10. Retail Sales
11. Services, Other Business and Personal
12. Music or Dancing Academy
13. Offices
14. Personal Service Establishment

II. Building Design:

A. The maximum gross floor area on each parcel shall be limited to the following:

1. Parcel 1 – 11,625 sq. ft.
2. Parcel 2 – 11,250 sq. ft.
3. Parcel 3 – 12,000 sq. ft.
4. Parcel 4 – 12,000 sq. ft.
5. Parcel 5 – 12,000 sq. ft.

B. The height of a building on any parcel shall be 24 feet, provided that the number of stories shall be limited to one.

C. The architecture of the proposed building shall be similar to what is shown in the attached figures and elevations.

- D. A parapet wall shall be constructed around the roof of each building to equally screen any and all roof-mounted mechanical equipment.

III. Access, Parking and Circulation:

- A. The developer shall construct, at his sole expense, a median modification in Winchester Road with location and design subject to the approval of the City and/or County Engineer.
- B. The design of the cul-de-sac end shall be subject to the approval of the City Engineer.
- C. The design and location of the curb cuts on Southwind Office Drive shall be subject to the approval of the City Engineer.
- D. Any existing nonconforming curb cuts shall be modified to meet the current standards of the City of Memphis and Shelby County or shall be closed with curb and gutter.
- E. Internal circulation shall be provided between all adjacent parcels.

IV. Signs:

- A. Any attached signage shall consist of individual letters of logos no more than 24 inches in height. All letters shall be white and have a dark, earth-tone metal edge around each letter. Any lighting must be internal
- B. One detached ground-mounted center sign shall be permitted with a maximum size of 150 square feet per sign face. The sign shall be made of the same materials used in the nearest building, or an equivalent alternative subject to the approval of the Office of Planning and Development.
- C. Any signage will be set back a minimum of 15 feet from the right-of-way and shall be sited clear of the vision triangle.
- D. Outside flags, banners and temporary or moving signs are prohibited.

V. Landscaping:

- A. A 30-foot streetscape planting shall be installed along the frontage of Winchester Road for the entire width of the development and continuing to include any portion of the outer 10 feet of the right-of-way that is unencumbered by sidewalk, easements, curbing or overhead utility wires, provided that the sidewalk may be curvilinear within the streetscape area, subject to the approval of the County Engineer. The streetscape shall consist of three rows of trees and shrubs as specified below, and a three-rail split cedar fence, to be installed by the developer and maintained by the Property Owners' Association. The northern planting row shall be Shrub A, planted 3 feet on center, and be maintained in a height of 24" to 30". The middle row shall include species from Tree B, tree C, and/or Tree D planted 30 feet on center in accordance with the standards in Chapter 29, Section M of the zoning ordinance. The southern row shall be a row of Yoshino cherry trees 10 feet to 12 feet in height and planted 40 feet on center.
- B. Landscape Plate A-1, A-2, A-3 or A-4 shall be installed on both sides of Southwind Office Cove by the developer and maintained by the property owner.
- C. The median of Winchester Road shall be landscaped with trees, shrubs and flowers in accordance with guidelines promulgated by the Technical Corridor Association. If the guidelines have been promulgated at the time the property is developed, the developer shall install the median landscaping. Otherwise the developer shall contribute the cost of installation to an escrow account controlled by the Property Owners' Association.
- D. A 40-foot landscape screen shall be installed by the developer and maintained by the property owner at the rear of Parcel 4. This screen shall consist of 4 rows of Tree 'D' planted in the pattern illustrated by plate B-5.
- E. A detailed landscaping plan shall be made a part of each final plan.
- F. Equivalent alternatives may be substituted for the landscaping required above, subject to the approval of the Office of Planning and Development.

VI. Final Plan Notes: The following notes shall be placed on the Final Plan:

- A. No adult entertainment or sexually oriented business shall be permitted in this phase of development.
- B. No outside speaker or paging system shall be permitted.
- C. Required landscaping shall not be placed on sewer or drainage easements.

- D. The existing storm water detention area shall be noted on the final plat by the phrase "Reserved for Storm Water Detention," and the following shall appear in the conditions: The existing storm water detention area shall not be used as a building site or filled without first obtaining written permission from the City or County Engineer, as applicable. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or owner's association. Such maintenance shall be performed so to ensure that the system operates in accordance with the approved plan located in the City/County Engineer's Office. Such maintenance shall include, but not be limited to: removal of sedimentation, fallen objects, debris, and trash; mowing; outlet cleaning; and repair of drainage structures.
- E. A statement to this effect shall appear on the final plat: "All commons, open area, lakes, drainage detention facilities, private streets, private sewers and private drainage systems and common area landscaping as specified above shall be owned and maintained by a Property Owners' Association."

VII. Other:

The Land Use Control Board may modify the bulk, access, parking circulation, signage, lighting, landscaping, and other site design requirements if equivalent alternatives are presented, provided, however, any adjacent property owner who is dissatisfied with the modifications of the Land Use Control Board hereunder may, within ten days of such action, file a written appeal to the Director of Office of Planning and Development, to have such action reviewed by the legislative bodies.

VIII. A final plan shall be filed within five(5) years of approval of the Outline Plan. The Land Use Control Board may grant extensions at the request of the applicant.

IX. Any final plan shall include the following:

- A. The Outline Plan Conditions.
- B. A Standard Subdivision Contract as defined by the Subdivision Regulations for any needed public improvements.
- C. The exact location and dimensions including height of all buildings or buildable areas, parking areas, drives, and identification of plant materials in required landscaping as well as a rendering of the appearance of all proposed buildings including labeling of predominant construction materials.
- D. The number of parking spaces.
- E. The location and ownership, whether public or private, of any easement.

- F. The Floodway District boundary, the 100-year flood elevation and any wetlands.
- G. The following note shall be placed on the final plat of any development requiring on-site storm water detention facilities: The areas denoted by "Reserved For Storm Water Detention" shall not be used as a building site or filled without first obtaining written permission from the City or County Engineer, as applicable. The storm water detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the property owner and/or property owners' association. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on file in the City/County Engineer's Office. Such maintenance shall include, but not be limited to, removal of sedimentation, fallen objects, debris and trash, mowing, outlet cleaning; and repair of drainage structures.

P.D. 08-310 CC(formerly P.D. 02-354 CC)
The Offices of Southwind Planned Development, Amended

GENERAL INFORMATION:

Street Frontage: Southwind Park Cove-----+/-198 curvilinear feet.

Planning District: Shelby Farms-Germantown

Census Tract: 213.42

Zoning Atlas Page: 2335

Zoning History: In January, 2003, the Offices of Southwind Planned Development(P.D. 02-354 CC) was approved for limited General Office(O-G) District land uses. In 1994, The Southwind Planned Development(P.D. 94-326 CC) governed this tract and the adjoining tract of vacant land west of the subject property approved for General Office(O-G District land use. Prior to these dates, the Agricultural(AG) District zoning of the site dates to the adoption of the 1960 Shelby County Comprehensive zoning.

DEPARTMENTAL COMMENTS:

The following comments were provided by agencies to which this application was referred:

City Engineer:	No comment on use change.
Shelby County Engineer:	No comment.
Shelby County Fire Department:	No comments received.
Memphis & Shelby County Health Department-	The Water Quality Branch has no comments.
Shelby County Board of Education:	No comments received as of 5/02/'08.
Construction Code Enforcement:	No comments received.
Memphis Light, Gas and Water:	

MLGW has reviewed the referenced application, and has no objection, subject to the following comments:

- **It is the responsibility of the owner/applicant** to pay the cost of any work performed by MLGW to install, remove or relocate any facilities to accommodate the proposed development.
- **It is the responsibility of the owner/applicant** to identify any utility easements, whether dedicated or prescriptive (electric, gas, water, CATV, telephone, sewer, drainage, etc.), which may encumber the subject property, including underground and overhead facilities. No permanent structures will be allowed within any utility easements.

- **It is the responsibility of the owner/applicant** to comply with the **National Electric Safety Code (NESC)** and maintain minimum horizontal/vertical clearances between existing overhead electric facilities and any proposed structures.
- **Landscaping is prohibited** within any MLGW utility easement. No trees, shrubs or permanent structures will be allowed within any MLGW utility easements.
- **It is the responsibility of the owner/applicant** to contact **TN-1-CALL @ 1.800.351.1111**, before digging, and to determine the location of any underground utilities including electric, gas, water, CATV, telephone, etc
- **It is the responsibility of the owner/applicant** to submit a detailed plan to MLGW Engineering for the purposes of determining the availability and capacity of existing utility services to serve any proposed or future development(s).
- **It is the responsibility of the owner/applicant** to contact the appropriate MLGW engineering area to determine if system improvements may be required and any related cost:
 - MLGW Engineering - **Residential Development:** 528-4858
 - MLGW Engineering - **Commercial Development:** 367-3343
- **It is the responsibility of the owner/applicant** to pay the cost of any utility system improvements necessary to serve the proposed development with electric, gas or water utilities.

AT & T: No comments received.

Memphis Area Transit Authority(MATA): No comments received.

OPD-Regional Services:

This application was reviewed by the MPO staff/Department of Regional Services on March 12, 2008. Winchester Road is a Priority 1 facility with proposed right of way and pavement widths of 134 feet and 94 feet respectively.

OPD-Plans Development: No comments.

Shelby County Conservation Board: No comments received.

Neighborhood Associations/Organizations:

Southwind Homeowners' Association: No comments received as of 5/02/'08.

Buckingham Farms Homeowners' Association: “ ”

Lakes of Forest Hill Homeowners' Association: No comments received as of 5/02/'08.

Windyke Homeowners' Association: “ ”

Southeast Shelby County Coalition: Supports this application, this is a good project and the kind, of which, the SSCC would like to see more of.

Staff: bb

**SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET**

Referred to Commission Committee: 5

For Commission Action on: (ASAP) _____

DESCRIPTION OF ITEM:

A JOINT RESOLUTION PURSUANT TO SECTION 8 OF THE ZONING ORDINANCE-
RESOLUTION OF THE COUNTY OF SHELBY, AND THE CITY OF MEMPHIS, TENNESSEE,
GRANTING A SPECIAL USE PERMIT FOR LAND LOCATED ON THE NORTH SIDE OF
INDEPENDENCE ROAD APPROXIMATELY 250 FEET EAST OF WOODSTOCK-CUBA ROAD,
KNOWN AS CASE NO. S.U.P. 08-207 CC

SPONSORED BY COMMISSIONER RITZ

CHECK ALL THAT APPLY BELOW:

 X This Action does NOT require expenditure of funds.

 This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: \$ _____ ; County CIP Funds- \$ _____

State Grant Funds: \$ _____ ; State Gas Tax Funds: \$ _____

Federal Grant Funds: \$ _____

Other funds (Specify source and amount): \$ _____

Other pass-thru funds (Specify source and amount): \$ _____

Originating Department: Office of Planning & Development-Land Use Control

APPROVAL:

Dept. Head: Mary L. Baker 576-6619 MB 6/18/08
(Type your name & phone #.) (Initials) (Date)

Elected Official: _____
(Name & phone #) (Initials) (Date)

Division Director: Richard S. Copeland 576-7197 MB 6/18/08
(Type your name & phone #.) (Initials) (Date)

CIP – A&F Director: _____
(Name & phone #.) (Initials) (Date)

Finance Dept. _____
(Name & phone #.) (Initials) (Date)

County Attorney: Robert B. Rolwing RR 6/18/08
(Name & phone #.) 545-4230 (Initials) (Date)

CAO/Mayor: _____
(Name & phone #.) (Initials) (Date)

SUMMARY SHEET
S.U.P. 08-207 CC

I. Description of Item

Applicant, a developer and operator of cell tower locations, requests a special use permit to construct and operate a 195-foot CMCS cell tower on property zoned Floodway and Agricultural the rear of 7040 Woodstock Cuba Road (Accessed from north side of Independence Road, ±250 feet east of Woodstock Cuba Road.)

II. Source and Amount of Funding

NA

III. Contract Items

NA

IV. Additional Information Relevant to Approval of this Item

This is an application for a special use permit, which is required for any cell tower in the Floodway District and for cell towers in the Agricultural zoning district in unincorporated Shelby County if they are within 1,500 feet of a property used for a residential use. *(In other locations, except certain special districts in the City of Memphis, cell towers may be approved by the Office of Construction Code Enforcement based on a site plan review as specified in the Zoning Regulations.)* In the zoning ordinance, the term Commercial Mobile Communication System (CMCS) tower is used to specify the commonly-used term "cell tower"

ITEM #: _____

PREPARED BY: Dave Adams

COMMISSIONER: Ritz

APPROVED BY: 

A JOINT RESOLUTION PURSUANT TO SECTION 8 OF THE ZONING ORDINANCE-RESOLUTION OF THE COUNTY OF SHELBY, AND THE CITY OF MEMPHIS, TENNESSEE, GRANTING A SPECIAL USE PERMIT FOR LAND LOCATED ON THE NORTH SIDE OF INDEPENDENCE ROAD APPROXIMATELY 250 FEET EAST OF WOODSTOCK-CUBA ROAD, KNOWN AS CASE NO. S.U.P. 08-207 CC.

RESOLUTION SPONSORED BY COMMISSIONER RITZ

WHEREAS, Section 8 of the Zoning Ordinance-Regulations of the City of Memphis and Shelby County, being a section of the Joint Ordinance-Resolution No. 3064 dated October 6, 1980, as amended, authorized the Shelby County Board of Commissioners and the Memphis City Council to grant a special use permit for certain stated purposes subject to standards of general applicability in the various zoning districts outside of but within five miles of the Memphis City limits; and

WHEREAS, Application has been made by Global Tower, LLC for a special use permit with respect to the property located on the north side of Independence Road, approximately 250 feet east of Woodstock-Cuba Road intersection within the Floodway (FW) and Agricultural (AG) Districts for the purpose of constructing and operating a 195-foot CMCS cell tower installation; and

WHEREAS, The Office of Planning and Development has reviewed the application in accordance with the special use permit and special use permit provisions of the Zoning Ordinance-Regulations and reported its findings and recommendations to the Land Use Control Board; and

WHEREAS, A public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on April 10, 2008 and said board has studied and reported its recommendation to the Board of Commissioners and the City Council regarding the following potential effects of granting the special use permit on:

- A. The character of the neighborhood, traffic conditions, public utility facilities and other matters pertaining to the public safety and general welfare;
- B. The compatibility of the proposed building or use with the immediate vicinity

and the potential interference of said building or use on the development or use of adjacent property;

- C. The adequacy of public facilities including existing streets, parking, drainage, refuse disposal, fire protection, water and sewer or that such facilities will be provided;
- D. The destruction, loss or damage to features of significant natural, scenic or historic importance from the proposed building or use; and

WHEREAS, The Memphis and Shelby County Land Use Control Board and/or the Memphis and Shelby County Office of Planning and Development has recommended certain conditions be attached to the special use permit to reduce any potential adverse impacts of the proposed building or use on the neighborhood, adjacent property owners, public facilities and significant natural, scenic or historic features.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, AND THE COUNCIL OF THE CITY OF MEMPHIS, That a special use permit is granted for the purpose of constructing and operating a CMCS cell tower in accordance with the site plan incorporated in the application, and subject to the attached conditions, all within the above mentioned Floodway (FW) and Agricultural (AG) Districts.

BE IT FURTHER RESOLVED, That this permit merely authorizes the filing of applications to acquire a Certificate of Use and Occupancy, or a Building Permit, and other required permits and approvals, provided that no such Certificate of Use and Occupancy shall be granted until all conditions imposed by the Board of Commissioners and the City Council have been met.

BE IT FURTHER RESOLVED, That this Resolution take effect from and after the date it shall have been passed by this Board of County Commissioners and by the Memphis City Council, and become effective as otherwise provided by law, and thereafter shall be treated as in full force and effect by virtue of the separate passage thereof by the Board of Commissioners of Shelby County, Tennessee, and the Council of the City of Memphis, the public welfare requiring same.

A C Wharton, Jr., County Mayor

Date _____

ATTEST:

Clerk of the County Commission

ADOPTED _____

SITE PLAN CONDITIONS

S.U.P. 08-207 CC

CMCS Cell Tower at 7040 Woodstock Cuba Road

As Recommended by the Land Use Control Board

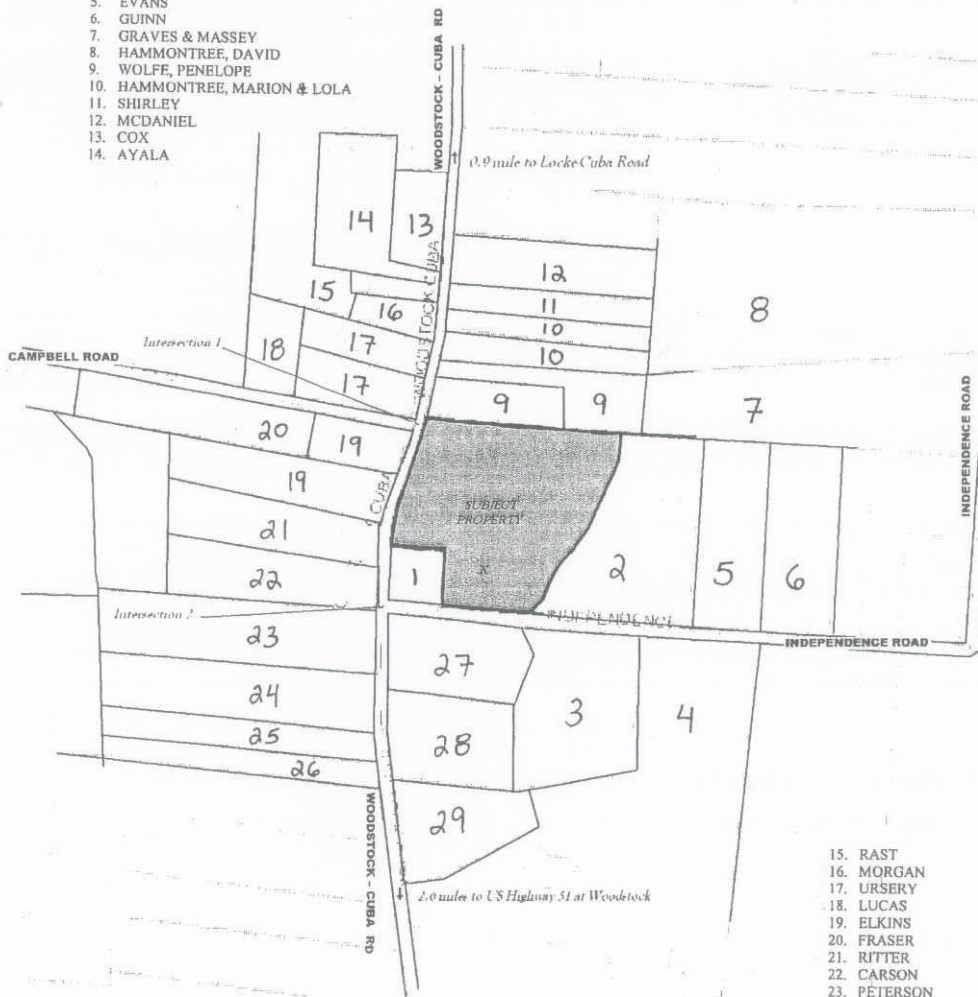
April 10, 2008

A Special Use Permit is hereby granted to the applicant Global Signal, LLC to allow construction and operation of a Commercial Mobile Communications Service (CMCS) Tower and ancillary facilities as specified below on the 11.97-acre property described in instrument number EG7382 as recorded in the Shelby County Register's Office, also known as 7040 Woodstock-Cuba Road in accordance with a site plan approved by the Office of Planning and Development and with the following supplemental conditions.

1. The maximum tower height shall be one-hundred ninety feet (195'), subject to Item 2 below, and the tower will incorporate the "slick stick" design with flush-mounted antennae.
2. The tower shall be free of all lighting, including aircraft hazard lighting, and shall be designed so as to avoid the necessity of such lighting under currently federal regulations.
3. The tower and related equipment shall be removed within one-hundred eighty (180) days of ceasing operations.
4. The tower shall be constructed within two (2) years of approval by the Shelby County Board of Commissioners. The Land Use Control Board may grant a time extension through the applicant filing a correspondence item application with public notice sent to all property owners within five-hundred (500') feet of the property.
5. The tower shall be structurally designed to accommodate at least six (6) additional sectorized arrays.
6. A security fence, six feet (6') or more in height shall be constructed around the tower and associated equipment.
7. The tower operator shall install and maintain perimeter screening as follows: The site perimeter shall be landscaped with at least one row of deciduous trees, not less than two inches in diameter, measured three feet above the grade, spaced not more than 20 feet apart within 25 feet of the site boundary, as well as at least one row of evergreen trees and shrubs, at least five feet high when planted and spaced not more than five feet apart to form a solid shrub screen and within 40 feet of the site boundary. An equivalent alternative may be substituted with the approval of the Office of Planning and Development.
8. The access drive shall have an all-weather surface with asphalt pavement for the first 50 feet from Independence Road.
9. The location and design of the driveway access to Independence Road shall be subject to the review and approval of the County Engineer including the construction of any culverts that may be needed.
10. The location, design and construction of this tower shall be reviewed and approved by the County Engineer with respect to the issues identified in subsection D of the Floodway District regulations in Section 25 of zoning regulations. *[OPD recommendation]*

VICINITY MAP

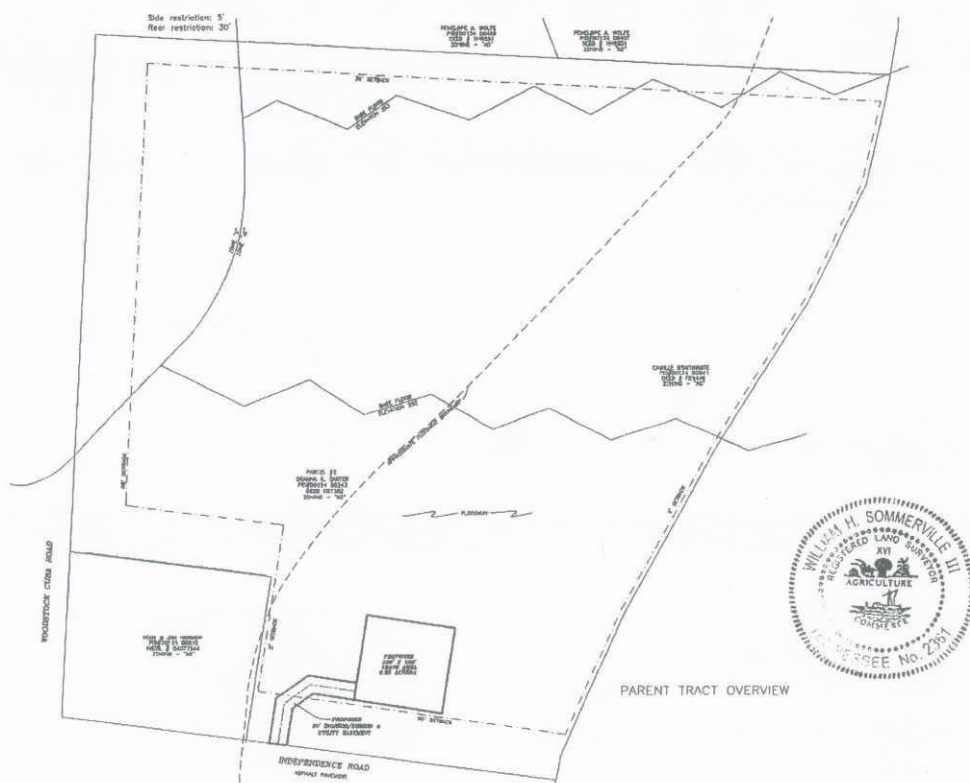
1. HARMON
2. BRAITHWAITE
3. WOLFE, DALLAS
4. WOLFE, CAROLYN
5. EVANS
6. GUINN
7. GRAVES & MASSEY
8. HAMMONTREE, DAVID
9. WOLFE, PENELOPE
10. HAMMONTREE, MARION & LOLA
11. SHIRLEY
12. MCDANIEL
13. COX
14. AYALA



15. RAST
16. MORGAN
17. URSERY
18. LUCAS
19. ELKINS
20. FRASER
21. RITTER
22. CARSON
23. PETERSON
24. BREWER
25. PITTMAN
26. STEPHENS
27. HAMILTON
28. CONLEY
29. FARLEY

SCALE: Distance between Intersection 1 & Intersection 2 (straight line) 747 feet
 33 PARCELS WITHIN 700'
 29 LAND OWNERS

PRELIMINARY SITE PLAN OVERVIEW



LAND USE CONTROL BOARD RECOMMENDATION

CASE #: S.U.P. 08-207 CC

At its regular meeting April 10, 2008, the Memphis and Shelby County Land Use Control Board held a continuation of its public hearing on the following application, requesting a special use permit on the property described as follows:

LOCATION: North side of Independence Rd; ±250 ft. east of Woodstock-Cuba Road

OWNER OF RECORD: Deanna Carter

LESSOR/APPLICANT: Global Tower, LLC

PROPERTY SIZE: 10,000 sq. ft. leased parcel in an 11.97-acre tract

EXISTING ZONING: Floodway (FW) and Agricultural (AG) District

REQUEST: 195-foot CMCS monopole cell tower

Gloria Allmond, Baran Telecom, Inc., spoke in support of the application as the applicant's representative. She indicated: 1) that she had arranged and conducted a balloon test, as requested at the March 13 public hearing; 2) that she had brought this test to the attention of neighbors in the vicinity; and to her knowledge none were currently opposed; and 3) that a Ms. Guinn, who had spoken in opposition on March 13, specifically indicated a preference for the siting proposed by the applicant as alternative to the siting recommended by OPD.

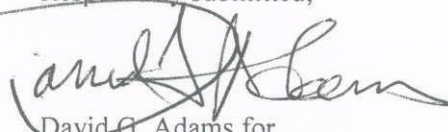
No one appeared in opposition at the scheduled 10 AM time for the April 10 hearing, which had been scheduled for the morning session due to an unusually light agenda. However **Betsy Guinn of 2290 Independence Rd.** appeared at the customary 1 PM hour and stated that she had been not aware of the 10 AM meeting time and that she continued to be in opposition --- primarily due to the view of the tower from the property upon which she resides. Her prepared remarks are included in Exhibit B of the staff report. She confirmed that she preferred the applicant's siting to the siting that had been recommended by OPD.

The Land Use Control Board reviewed the special use permit application and the report of OPD, including a decision by staff to support the approval of the application, based on the lack of opposition expressed at the public hearing and on the information provided by Ms. Allmond.

A motion was made and seconded to **approve** the application as stated above. This motion **passed** by a unanimous voice vote.

The Board concurred with the conclusions of the staff as expressed in the staff report.

Respectfully submitted,



David G. Adams for
Mary L. Baker, Deputy Director
Office of Planning and Development

SITE PLAN CONDITIONS

S.U.P. 08-207 CC

CMCS CELL TOWER AT 7040 HIGHWAY 70

As Recommended by the Land Use Control Board

April 10, 2008

A Special Use Permit is hereby granted to the applicant **Global Signal, LLC** to allow construction and operation of a Commercial Mobile Communications Service (CMCS) Tower and ancillary facilities as specified below on the 11.97-acre property described in instrument number EG7382 as recorded in the Shelby County Register's Office, also known as 7040 Woodstock-Cuba Road in accordance with a site plan approved by the Office of Planning and Development and with the following supplemental conditions.

1. The maximum tower height shall be one-hundred ninety feet (195'), subject to Item 2 below, and the tower will incorporate the "slick stick" design with flush-mounted antennae.
2. The tower shall be free of all lighting, including aircraft hazard lighting, and shall be designed so as to avoid the necessity of such lighting under currently federal regulations.
3. The tower and related equipment shall be removed within one-hundred eighty (180) days of ceasing operations.
4. The tower shall be constructed within two (2) years of approval by the Shelby County Board of Commissioners. The Land Use Control Board may grant a time extension through the applicant filing a correspondence item application with public notice sent to all property owners within five-hundred (500') feet of the property.
5. The tower shall be structurally designed to accommodate at least six (6) additional sectorized arrays.
6. A security fence, six feet (6') or more in height shall be constructed around the tower and associated equipment.
7. The tower operator shall install and maintain perimeter screening as follows: The site perimeter shall be landscaped with at least one row of deciduous trees, not less than two inches in diameter, measured three feet above the grade, spaced not more than 20 feet apart within 25 feet of the site boundary, as well as at least one row of evergreen trees and shrubs, at least five feet high when planted and spaced not more than five feet apart to form a solid shrub screen and within 40 feet of the site boundary. An equivalent alternative may be substituted with the approval of the Office of Planning and Development.
8. The access drive shall have an all-weather surface with asphalt pavement for the first 50 feet from Independence Road.
9. The location and design of the driveway access to Independence Road shall be subject to the review and approval of the County Engineer including the construction of any culverts that may be needed.
10. The location, design and construction of this tower shall be reviewed and approved by the County Engineer with respect to the issues identified in subsection D of the Floodway District regulations in Section 25 of zoning regulations. [Note: recommended by OPD staff subsequent to LUCB action; reflects siting preferred by applicant]

PRELIMINARY SITE PLAN LEASED PARCEL

LAND USE OWNERSHIP DISCLOSURE

Please identify every person who has an ownership interest of 10% or more in the subject application whether they be the current owners, the contract buyers, or the lenders. If current owners or contract buyer are public corporations, please note the fact and list no other owners. Only lenders which are not institutions (banks, saving and loans or credit unions) need be listed.

	NAMES	ADDRESSES
<u>CURRENT OWNERS</u>	<u>DeAnna Carter</u>	<u>7040 Woodstock Cuba Road</u>
	<u></u>	<u>Millington, TN 38053</u>
	<u></u>	<u></u>
	<u></u>	<u></u>
<u>CONTRACT OWNERS/BUYERS</u>	<u>Global Towers LLC</u>	<u>1801 Clint Moore Rd.</u>
	<u>Eric Garvin</u>	<u>Suite 110.</u>
	<u>Michael J. Belski</u>	<u>Boca Raton, FL 33487</u>
	<u></u>	<u></u>
<u>NON-INSTITUTIONAL LENDERS INCLUDING SELLER(S) IF THE PENDING SALE IS OWNER FINANCED</u>	<u></u>	<u></u>
	<u></u>	<u></u>
	<u></u>	<u></u>
	<u></u>	<u></u>

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

Valerie Allmond

2. DATE OF GRATUITY

N/A

3. NATURE AND PURPOSE OF THE GRATUITY

N/A

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

N/A

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

N/A

7. DESCRIPTION OF THE GRATUITY

N/A

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

N/A

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

Valerie Almond
Signature

1/29/08
Date

Valerie Almond
Print Name

FISCAL IMPACT STATEMENT

	Units	Average Appraised Value per Unit	Total Appraised Value	Total Assessed Value	Average Pupils Per New Unit	Pupils
Cell Tower - Cuba-Woodstock Project Profile						
Residential (dwelling units)	0	\$0	\$0	\$0	0.62	0
Residential - single family, detached	0	\$0	\$0	\$0	0	0
Residential - single family, attached	0	\$0	\$0	\$0	0	0
Residential - mobile home	0	\$0	\$0	\$0	0	0
Residential - multi-family	0	\$0	\$0	\$0	0	0
Subtotal						
Commercial (square feet)						
Commercial - office	0	\$0	\$0	\$0		
Commercial - retail	0	\$0	\$0	\$0		
Commercial - hotel/motel	0	\$0	\$0	\$0		
Commercial - office	0	\$0	\$0	\$0		
Subtotal	0	\$0	\$0	\$0		
Industrial (square feet)	6400	\$10	\$64,000	\$25,600		
Project total			\$64,000	\$25,600		
Project-related expenditures						
General purpose	\$1,090					
Transfers						
Transfers to the Med	\$0					
Transfers to Shelby County Bd of Ed	\$0					
Transfers to City of Memphis Bd of Ed	\$0					
Debt service						
Schools	\$0					
Roads	\$1,013					
All other	\$70					
Total expenditures	\$2,173					
Product-related revenue						
Local taxes	\$1,218					
Local revenue	\$36					
State source	\$84					
Elected officials	\$89					
Investments, misc, other	\$15					
Capital proffers (annualized)	\$0					
Total revenue	\$1,442					
Net project fiscal impact	(\$731)					

Note: Valuations based on "rule of thumb" data provided by the Assessor's Office several years ago. The incremental valuation is taxed through the State Comptroller's office.

Note: Road traffic generated by a cell tower is minimal except during the initial construction and the addition of collocating antennae. A 75% reduction in the standard allocation for debt service on road construction would result in a zero net impact, based on these estimates.

MEMPHIS AND SHELBY COUNTY OFFICE OF PLANNING AND DEVELOPMENT
STAFF REPORT

#11

CASE NUMBER: S.U.P. 08-207 CC

L.U.C.B. MEETING: April 10, 2008

This report has been updated to include information presented at the second Land Use Control Board hearing on this case, which was held by the Board at its 3/13 Meeting; Exhibit B includes remarks from a neighborhood resident who was misinformed about the time of the 2nd hearing.

LOCATION: North side of Independence Rd; \pm 250 ft. east of Woodstock-Cuba Road

OWNER OF RECORD: DeAnna Carter

LESSOR/APPLICANT: Global Tower, LLC

REPRESENTATIVE: Valerie Allmand (*Baran Telecom*)

REQUEST: Cell Tower (CMCS – 195 ft. monopole)

AREA: 11.97 Acres

EXISTING LAND USE & ZONING: Agricultural (AG) and Floodway (FW) District

SURROUNDING USES AND ZONING:

North: Single-family residences and vacant tracts in the AG District

East: Single-family residences on estate-sized tracts fronting on Independence Road, and vacant parcels in the AG District

South: Across Independence Road, single-family residences on estate-sized tracts and vacant land, all in the AG District

West: Adjoins a single family residence; across Woodstock-Cuba Road, Single-family residences on small lots and single-family estate residences on tracts larger than 4 acres in the AG District

OPD RECOMMENDATION (4/10): Approval with Conditions --- After the public hearing OPD had no objection since there was no indication that the neighborhood shared OPD's concerns about design issues.

LUCB DECISION (3/13): Hold for 30 days for balloon test and applicant meetings with neighborhood residents

CONCLUSIONS

1. *The applicant appears to have presented evidence that additional CMCS service is needed in this area, but the possibility of finding a most suitable location should be considered further.*
2. *If the subject property is considered the preferred location, the siting of the tower needs to be closer to the center of the property so as maximize setback from the roads and adjoining residences.*

RAND McNALLY



Figure 1: VICINITY MAP
LOCATION OF SUBJECT PROPERTY
(Licensed by Rand McNally & Company for limited distribution)





Figure 3: Overhead View of Vicinity



Figure 4: Detailed view of subject property

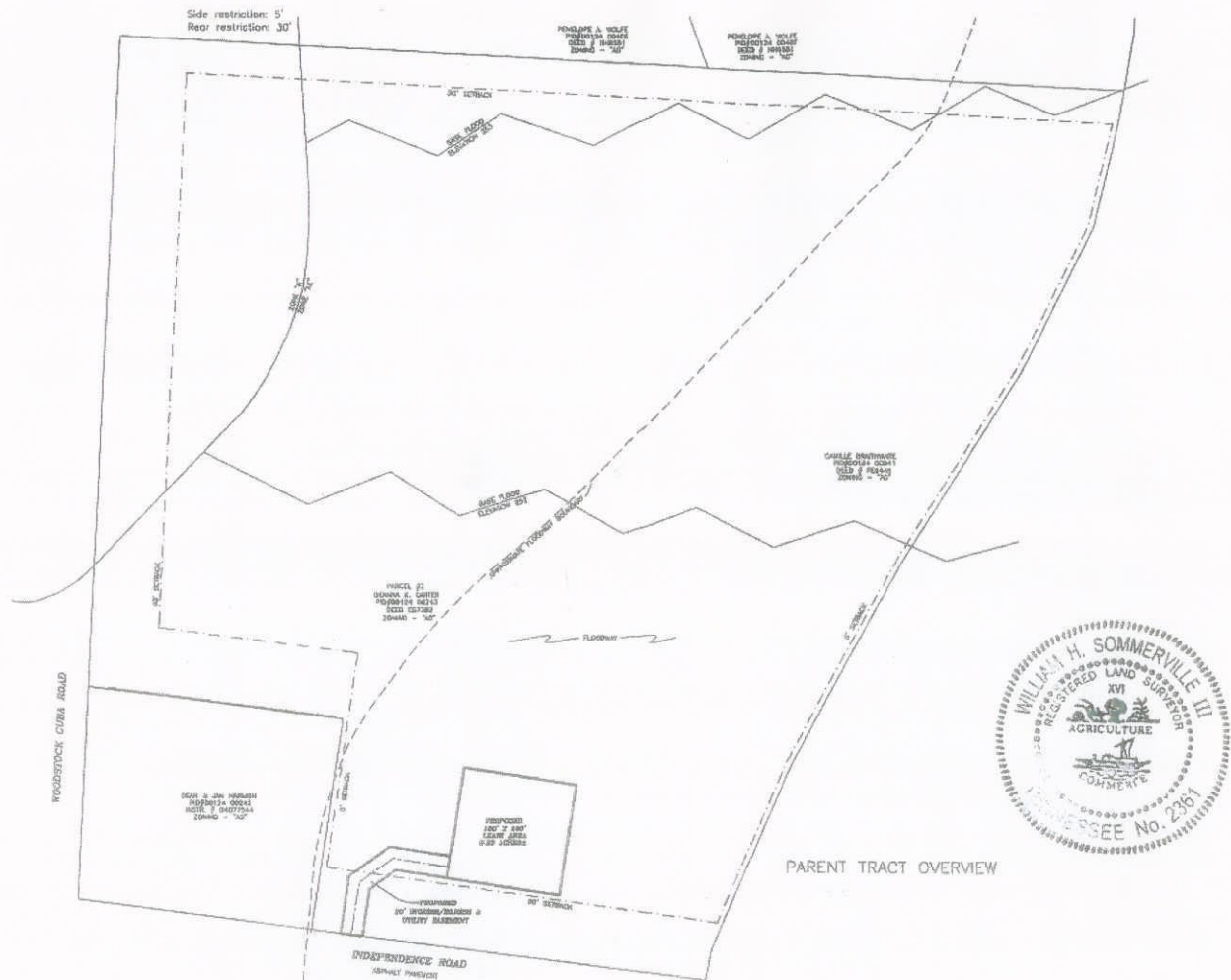


Figure 5: Site Plan - Overview of Parent Tract
Drawing by SMW Engineering Group, Pelham Alabama

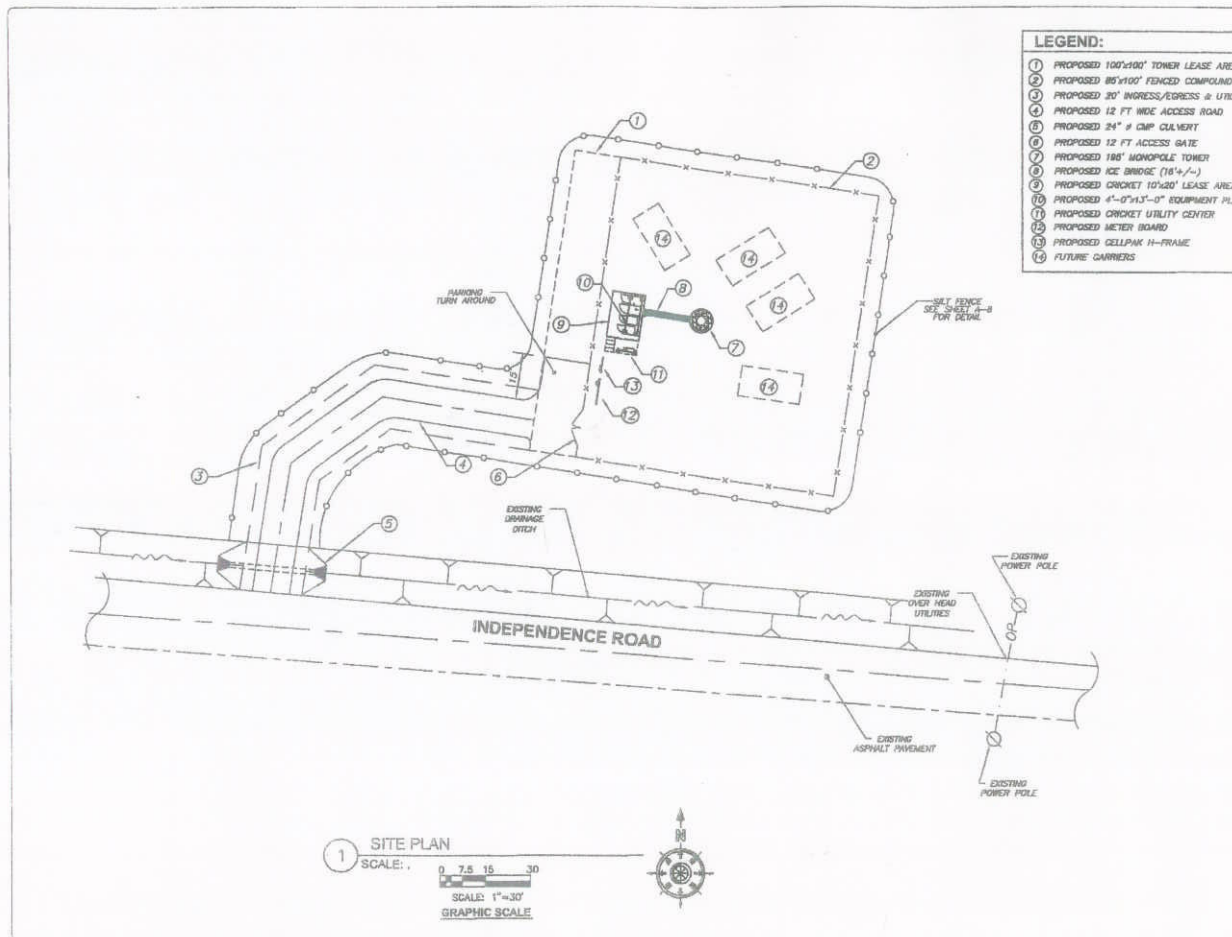
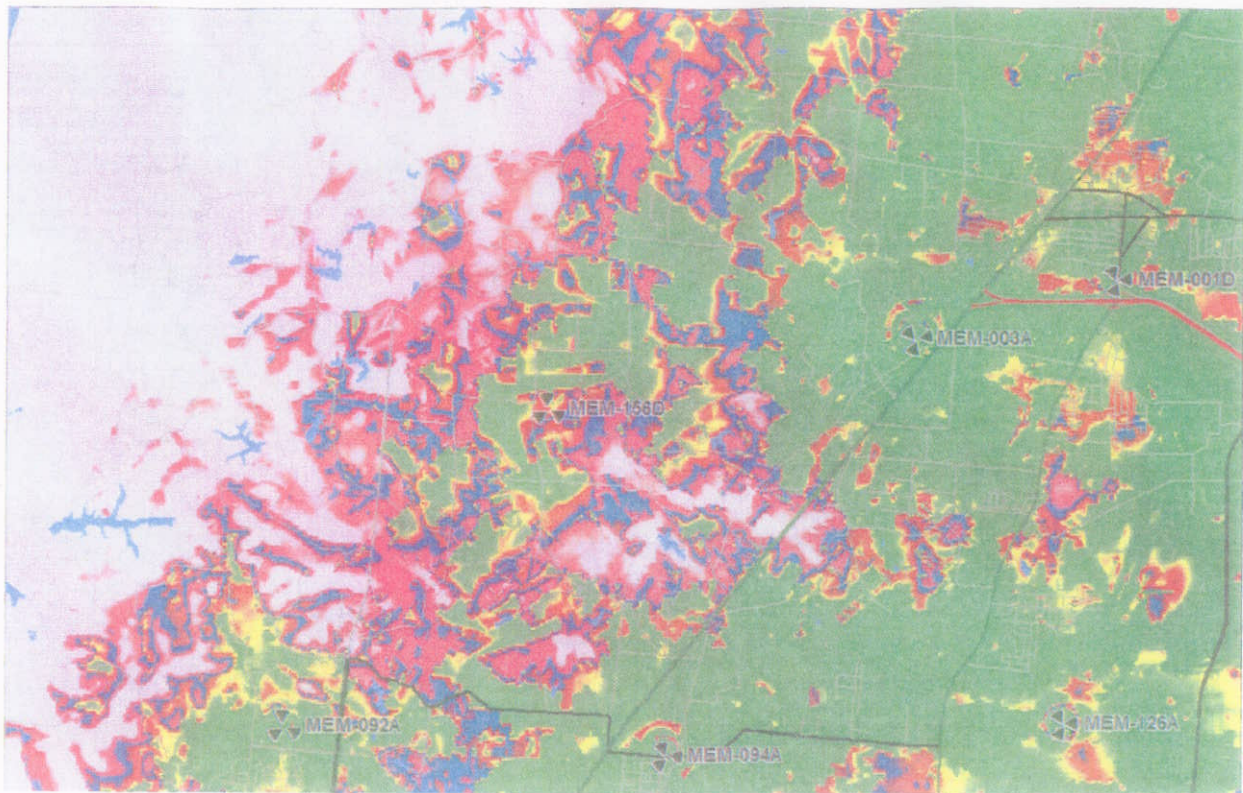


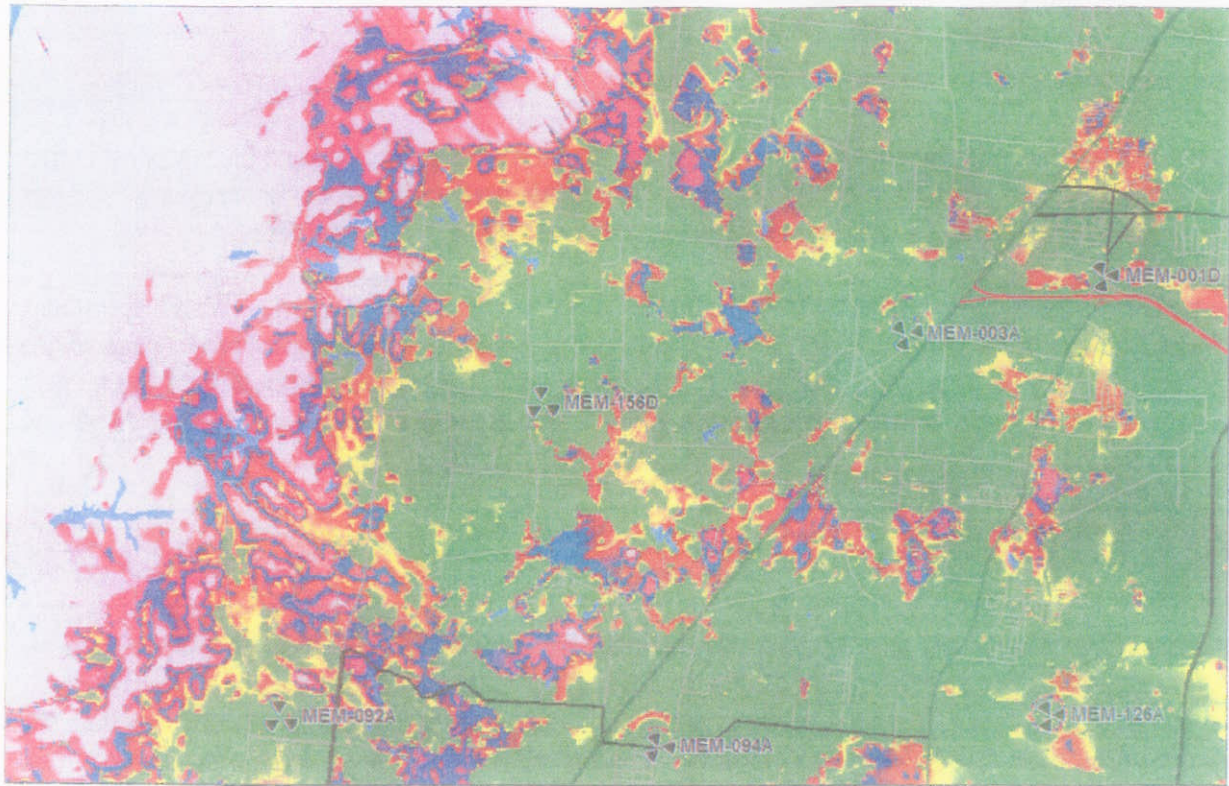
Figure 6: Site Plan for Leasehold / Tower Site



**Figure 7: Model of Current Coverage
By Prime Carrier / Tenant for Proposed Tower
(The tower site is at the center of this image)**

KEY TO COVERAGE LEVELS AS MAPPED

- Green - Excellent Coverage
- Yellow - Good coverage
- Red - Borderline coverage
- Blue - Bad coverage
- Purple - Signal level detected by the phone, not good enough to serve calls
- Grey - Signal level below what the phone can detect



**Figure 8: Model of Proposed Coverage
By Prime Carrier / Tenant Using the Proposed Tower
(The tower site is at the center of this image)**

KEY TO COVERAGE LEVELS AS MAPPED

Green - Excellent Coverage

Yellow - Good coverage

Red - Borderline coverage

Blue - Bad coverage

Purple - Signal level detected by the phone, not good enough to serve calls

Grey - Signal level below what the phone can detect

STAFF ANALYSIS

Site Characteristics

The subject property consists of a 12-acre irregularly-shaped tract located around the northeast corner of Woodstock-Cuba and Independence Road. Immediately at that corner, a one-acre parcel appears to have been carved out of the larger tract as a site for a single-family residence.

The subject property is occupied by a single-family residence along the western --- Woodstock-Cuba --- frontage. The character of the property is gently rolling with cover that appears to be pasture. At the rear of the house is a barn, and horses are kept there. The eastern boundary of the subject property is a tree-lined stream, with a relatively dense woodland area near the Independence Road frontage.

Vicinity and Neighborhood

Woodstock-Cuba and Independence Road are rural roads that are lined with residences at varying distances depending on the size of the tracts that they sit on. The rural housing development along Independence Road is the more recent, with homes and tracts that tend to be larger and more estate-like. In the Woodstock-Cuba area the homes tend to be on smaller lots, with several less than the four acre minimum that, since 1955, requires a recorded subdivision for lots of such size. This section of Woodstock-Cuba has more the appearance of a rural community, whereas Independence seems like a very low density suburban (or exurban) area.

It should be noted that County Fire Station #64 is located on a small site about ½ to the northeast at the intersection of Independence Road and Garnet Road. At that location, there some recent development nearby that is a bit more intensive than the vicinity of the subject property at Independence and Woodstock-Cuba. Due to the nearby development and the size of the property, this fire station is not viewed as a promising alternative location for the use being requested in this application.

Proposed Development

The applicant, Global Tower, LLC, wishes to develop a cell tower site on the subject property as described above. The carrier seeking the new service is Cricket Communications, whose signal propagation maps in Figure 7 & 8 indicate the situation that would be remedied by the tower. The applicant is requesting a tower height of 195' feet, just short of the height requiring aircraft warning lights. This height would allow several other carriers to locate on this tower, maximizing its usefulness and reducing any pressure to build additional towers in this vicinity.

Planning Issues

A Commercial Mobile Communications Service (CMCS) tower (commonly known as a cell tower) is allowable in the Agricultural (AG) District, subject to certain particular conditions which apply to

this use¹; a set of general conditions that apply to all special use permits²; a unique set of conditions

¹ [Standards for CMCS Towers]

v. CMCS facilities subject to the following additional standards:

- (1) Within residential zoning districts, CMCS facilities, support structures and associated attachments shall be encouraged to locate on publicly owned and/or leased properties, public/private utility owned properties, or institutional uses.
- (2) The location, size and design of such facilities shall be such that minimal negative impact results from the facility. Any application for a new CMCS tower shall not be approved nor shall any building permit for a new CMCS tower be issued unless the applicant certifies that the CMS equipment planned for the proposed tower cannot be accommodated on an existing or approved tower or other structure due to one or more of the following reasons:
 - (a) The planned equipment would exceed the structural capacity of existing and approved structures, considering existing and planned use of those structures, and those structures cannot be reinforced to accommodate planned or equivalent equipment at a reasonable cost.
 - (b) The planned equipment would result in technical or physical interference with or from other existing or planned equipment and the interference cannot be prevented at a reasonable cost.
 - (c) There are no appropriate existing or pending structures to accommodate the planned equipment, taking into account, among other factors, the applicant's system requirements.
 - (d) Other reasons that make it impractical to place equipment planned by the applicant on existing and approved structures.
- (3) Applications for CMCS facilities to be located on publicly owned and/or leased properties, including without limitations, public parks, the following criteria shall apply:
 - (a) The CMCS facility will not unduly interfere with the functions or aesthetics of the city park or property.
 - (b) A CMCS facility shall not be located on any public park less than ten acres in size.
 - (c) Minimum distance between any CMCS facility and any playground shall be equal to 1 1/2 times the height of the tower.
 - (d) The use of an existing tower or existing support structure is not technically, structurally, economically and/or financially feasible.
 - (e) The proposed facility has adequate capacity to handle a minimum of three additional users.
 - (f) All towers shall be a "stealth" application or consistent with the natural or built environment or the site. Landscaping and screening may be required in addition to the minimum requirements of this ordinance.
 - (g) Obstruction lighting and/or marking shall not be permitted in public parks or on public school properties. On other public properties, proposed lighting may be approved by the city council and/or county commission as an element of the special use permit site plan and conditions.
 - (h) Any CMCS facility which has ceased operations for a period of 180 continuous days shall be dismantled and removed from the site at the owners expense. Prior to the issuance of a building permit for such CMCS facility, adequate financial security not to exceed \$20,000.00 shall be posted with the building official to assure the dismantling, removing and restoring of the public property/park upon which the CMCS facility will be located.
 - (i) The planned equipment will not interfere with emergency communications including without limitation those of the Memphis Fire and Police Departments, the county fire department and/or the county sheriff's department as substantiated through a RF (radio frequency) study. If interference occurs, proper remediation steps shall be taken.
- (4) Any proposed tower shall be structurally designed to accommodate at least three additional CMCS sectorized antennae array if at least 100 feet in height, at least five additional CMCS sectorized antennas if at least 150 feet in height or at least six additional CMCS sectorized antennas if at least 170 feet in height. Colocated CMCS antennas shall be placed on a structure in such a manner as to avoid interference with or impairment of operations of existing antennae or other uses.
- (5) Nothing in these rules and regulations shall obligate the owner of an existing tower to colocate additional antennas on such tower or be construed to interfere with or limit the rights of parties to set rent or establish other terms and conditions of the shared use of a CMCS tower or facility.
- (6) The minimum setback requirement for support structures including associated attachments shall correspond to the zoning district in which they are located, except that a minimum buffer equal to the height of the tower shall be maintained between any support structure (excepting sites incorporating stealth design) and any single-family residentially zoned or used property line.
- (7) Accessory facilities shall be permitted but may not include offices, long-term vehicle storage, other outdoor storage, or broadcast studios, except for emergency purposes or other uses that are not needed to send or receive transmissions.
- (8) Existing on-site vegetation shall be preserved to the maximum extent practicable and shall be supplemented as required by the office of planning and development as necessary. Where the site abuts residentially developed land, residential zoning districts, the residential portion of an approved planned development, or public land or streets, the site perimeter shall be landscaped with at least one row of deciduous trees, not less than two inches in diameter, measured three feet above the grade, spaced not more than 20 feet apart within 25 feet of the site boundary, as well as at least one row of evergreen trees and shrubs, at least five feet high when planted and spaced not more than five feet apart to form a solid shrub screen and

tailored to the site, and a detailed site plan. Under most circumstances a final requirement is the approval of a legislative body, in this case the Shelby County Board of Commissioners.

Cell towers are often necessary in residential areas but never popular. When as in this case, the property borders residential land (e.g. R- and AG Districts), a tower design for residential compatibility is required according to current policy. In this case, staff would specify, the so-call slick-stick design, with flush-mounted antennae.

One of the functions of the OPD staff review is to determine whether another location would be superior. A review of alternative locations has been conducted, as presented in Exhibits A-1 & A-2, Based on this review, it appears that several nearby alternative sites have been considered and apparently been determined to be unavailable. The Federal Telecommunications Act of 1996 does not permit local government regulation to a degree that excludes wireless carriers. In the absence of a specific rationale for widening the search for alternative sites, OPD is willing to support this site as the only practical alternative.

within 40 feet of the site boundary. Alternatives such as walls or fences may be permitted based on security or other reasons.

- (9) Security fencing shall be required around the base and guy anchors of any towers.
- (10) Towers shall not be artificially lighted unless:
 - (a) Required by the Federal Aviation Administration or other governmental authority;
 - (b) Circumstances make lighting appropriate for safety or other reasons unique to a specific application that are set forth in that application, but in no case shall any lighting shine into adjacent residential structures.
- (11) The application for a special use permit approval shall include the following:
 - (a) A site plan drawn showing the property boundaries, tower, guy wire anchors (if any), existing structures, proposed transmission buildings and/or other accessory uses, access, parking, fences, a landscaping plan and existing abutting land uses around the site.
 - (b) A study from a professional engineer which specifies the tower height and design, including a cross-section of the structure, demonstrates the tower's compliance with applicable structural standards, including a certification that the tower will withstand at a minimum sustained winds in accordance with the appropriate building code, and a description of the tower's capacity, including the number and type of antennas which it can accommodate.
 - (c) Written statements that the proposed tower will comply with regulations administered by the Federal Aviation Administration, Federal Communications Commission, and all applicable governmental bodies, or that the tower is exempt from those regulations.
 - (d) A letter of intent committing the tower owner and his or her successors to allow shared use of the tower, if capacity exists, based on existing and planned use, and if a future applicant agrees in writing to pay any reasonable charge of shared use, the potential use is technically compatible and the future applicant is in good standing.
- (12) The minimum setback requirements of chart 2 shall apply to the equipment, structures, and other buildings which are auxiliary to functions of the CMCS tower except as specified in 9v.(6) of this ordinance. Exceptions to the minimum setback requirements may be permitted. The tower height shall not be used to calculate the minimum setback requirements. The height restrictions of chart 2 do not apply to tower height and the height permitted for each new application shall be set on the basis of its own merits.
- (13) Any CMCS tower and equipment shall be removed no later than 180 days after ceasing operations.

2 [Standards of General Applicability] 1. That the proposed building or use will not have a substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities, and other matters affecting the public health, safety and general welfare.

2. That the proposed building or use will be constructed, arranged and operated so as to be compatible with the immediate vicinity and not to interfere with the development and use of adjacent property in accordance with the applicable district regulations.

3. That the proposed building or use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, drainage structures, refuse disposal, fire protection, water and sewers; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.

4. That the proposed building or use will not result in the destruction, loss or damage of any feature determined by the legislative body to be of significant natural, scenic or historic importance.

5. That the proposed building or use complies with all additional standards imposed on it by the particular provision of this section authorizing such use.

OPD staff believes that the tower site is unnecessarily close to the nearby residence on the one-acre tract at the corner of Independence and Woodstock-Cuba. Furthermore the location is closer to Independence Road than is desirable or necessary. Most drivers would prefer to have cell towers as much out of sight as possible. Therefore if the subject property is confirmed as the optimum site, staff requests a redesign to place the tower approximately in the middle of the parent tract. Staff can not support the current siting. **[However after the second Land Use Control Board hearing, the final OPD recommendation was "no objection", since there was no indication that the neighborhood shared OPD's concerns. 5/12/2008 Update]**

The main reason for the Land Use Control Board's one-month hold was to give the applicant an opportunity to conduct a balloon test and confer with neighbors. Ms. Allmond, the applicant's representative did conduct a balloon test on March 5. She reported that the neighbors, in general did not object and that the preferred location siting was where the applicant was requesting it --- near the existing house and Independence Road.

[Note: Betsy Guinn of 2290 Independence Road had intended to speak in opposition; however she did not appear at the correct time and missed the opportunity. (Due to a light agenda, all cases were handled in the morning session.) The remarks that Ms. Guinn had intended to make have been included appear in Exhibit B and should be considered part of the record for the Land Use Control Board hearing.]

It should be noted that, although being generally opposed to the tower, Ms. Guinn prefers the applicant's siting, near Independence Road, instead of the location farther back on the property as recommended by OPD staff. 5/12/2008 Update]

RECOMMENDATION:

Approval with Conditions --- After the public hearing OPD had no objection to since there was no indication that the neighborhood shared OPD's concerns about design issues.

TYPICAL SITE PLAN CONDITIONS

A Special Use Permit is hereby granted to the applicant **Global Signal, LLC** to allow construction and operation of a Commercial Mobile Communications Service (CMCS) Tower and ancillary facilities ... in accordance with a site plan approved by the Office of Planning and Development and with the following supplemental conditions.

1. The maximum tower height shall be one-hundred ninety feet (195'), subject to Item 2 below, and the tower will incorporate the "slick stick" design with flush-mounted antennae.

2. The tower shall be free of all lighting, including aircraft hazard lighting, and shall be designed so as to avoid the necessity of such lighting under currently federal regulations.
3. The tower and related equipment shall be removed within one-hundred eighty (180) days of ceasing operations.
4. The tower shall be constructed within two (2) years of approval by the Shelby County Board of Commissioners. The Land Use Control Board may grant a time extension through the applicant filing a correspondence item application with public notice sent to all property owners within five-hundred (500') feet of the property.
5. The tower shall be structurally designed to accommodate at least six (6) additional sectorized arrays.
6. A security fence, six feet (6') or more in height shall be constructed around the tower and associated equipment.
7. The tower operator shall install and maintain perimeter screening as follows: The site perimeter shall be landscaped with at least one row of deciduous trees, not less than two inches in diameter, measured three feet above the grade, spaced not more than 20 feet apart within 25 feet of the site boundary, as well as at least one row of evergreen trees and shrubs, at least five feet high when planted and spaced not more than five feet apart to form a solid shrub screen and within 40 feet of the site boundary. An equivalent alternative may be substituted with the approval of the Office of Planning and Development.
8. The access drive shall have an all-weather surface with asphalt pavement for the first 50 feet from *[the public right of way]*.
9. The location and design of the driveway access to *[the public right of way]* shall be subject to the review and approval of the County Engineer including the construction of any culverts that may be needed.

GENERAL INFORMATION

Parcel Number:	D0124 00243
Approximate Tower Coordinates:	35° 19' 04"N, 89° 59' 32"W
Street Address:	2148 Independence Road, 38053
Street Frontage:	Independence Road - ±330 feet; Cuba-Woodstock - ±530 ft.
Planning District:	Northwest Shelby
Census Tract:	201
Annexation Status:	Designated Rural in the Shelby County Growth Plan
Zoning Atlas Page:	1335

DEPARTMENTAL COMMENTS

The following comments were provided by agencies to which this application was referred:

City Engineer:

1. This site is located in the Memphis Reserve Area.

Curb Cuts/Access:

2. The County Engineer shall approve the design, number and location of curb cuts.
3. Any existing nonconforming curb cuts shall be modified to meet current County Standards or closed with curb, gutter and sidewalk.
4. The developer should be aware of his obligation under 40 CFR 122.26(b) (14) and TCA 69-3-101 et. seq. to submit a Notice of Intent (NOI) to the Tennessee Division of Water Pollution Control to address the discharge of storm water associated with the clearing and grading activity on this site.
5. Adequate queuing spaces in accordance with the current ordinance shall be provided between the street right-of-way line and any proposed gate/guardhouse/card reader.
6. Adequate maneuvering room shall be provided between the right-of-way and the

gate/guardhouse/card reader for vehicles to exit by forward motion.

7. Required landscaping shall not be placed on sewer or drainage easements.

County Engineer:

1. To keep soil and gravel off public streets, the private ingress/egress drive should have 25' of asphalt pavement where it connects to Independence Road.
2. A driveway permit is required for a culvert connection to Independence Road from the County Engineer and the engineer is responsible for calculating the proper culvert size.

City Fire Division: No comments received.

County Fire Department: No comments received.

City Real Estate: None.

County Real Estate: No comments received.

City/County Health Department:

1. The Water Quality Control Branch has no comments.

City Board of Education: No comments received.

County Board of Education:

Construction Code Enforcement: No comments received.

Memphis Light, Gas and Water:

MLGW has reviewed the referenced application, and has no objection, subject to the following comments:

- **It is the responsibility of the owner/applicant** to pay the cost of any work performed by MLGW to install, remove or relocate any facilities to accommodate the proposed development.
- **It is the responsibility of the owner/applicant** to identify any utility easements, whether dedicated or prescriptive (electric, gas, water, CATV, telephone, sewer, drainage, etc.), which may encumber the subject property, including underground and overhead facilities. No permanent structures will be allowed within any utility easements.
- Any proposed structures must comply with the **National Electric Safety Code (NESC)** and maintain minimum horizontal/vertical clearances from existing overhead electric facilities.

- **Landscaping is prohibited** within any MLGW utility easement. No trees, shrubs or permanent structures will be allowed within any MLGW utility easements.
- **It is the responsibility of the owner/applicant** to contact **TN-1-CALL @ 1.800.351.1111**, before digging, and to determine the location of any underground utilities including electric, gas, water, CATV, telephone, etc
- **It is the responsibility of the owner/applicant** to submit a detailed plan to MLGW Engineering for the purposes of determining the availability and capacity of existing utility services to serve any proposed or future development(s).
- **It is the responsibility of the owner/applicant** to contact the appropriate MLGW engineering area to determine if system improvements may be required and any related cost:
 - MLGW Engineering - **Residential Development:** 528-4858
 - MLGW Engineering - **Commercial Development:** 367-3343
- **It is the responsibility of the owner/applicant** to pay the cost of any utility system improvements necessary to serve the proposed development with electric, gas or water utilities.

Bell South / Millington Telephone:	No comments received.
Memphis Area Transit Authority (MATA):	No comments received.

OPD-Regional Services:

This application was reviewed by the MPO staff/Department of Regional Services on February 15, 2008. This application, as submitted, will have no affect on the MPO Long Range Transportation Plan, Transportation Improvement Program, or any other plan, document, program or initiative of this department/organization

OPD-Plans Development:	No comments.
Division of Park Services:	No comments received.
County Conservation Board:	No comments received.
County Sheriff:	No comments received.
Neighborhood Associations:	None identified

REVIEW OF ALTERNATE SITES
SUP 08-207

ID #	PARCEL NUMBER	OWNER	<u>REASON FOR REJECTING</u>
A	D0124 00358	Shelby County (Fire Station)	Inadequate space for tower & compound. Too close to residences; direct view from several houses; wouldn't meet setback requirements or fall zone requirements.
B	D0124 00021	Cuba-Woodstock Saddle Club	Owner unwilling to sign a lease; adjacent land owner wouldn't allow spill over parking from the Saddle Club under those circumstances.
C	D0124 00514*	Hammontree, D.E.	Unable to qualify landowner. Not successful in obtaining a lease. Power and Telco (<i>ground line phone link</i>) not available. Tree removal to construct access drive. Cost prohibitive and severely detrimental to client.
D	D0124 00259* (at the rear)	Smith, R C	Unable to qualify landowner. Parcel was too far away from Highway 51, and [therefore] would not meet coverage objective, leaving holes in coverage and greater risk of dropped calls.
E	D0124 00241	Brathwaite, C	Owner unwilling to sign a lease or place tower on property.

- These are representative sites; other, nearby properties of similar characteristics might also be appropriate



LOCATION OF ALTERNATE SITES FOR REVIEW

Untitled

MY NAME IS BETSY GUINN AND I LIVE AT 2290
INDEPENDENCE RD

SINCE I KNOW MINDS HAVE ALREADY BEEN MADE UP ON
THIS CELL TOWER, I CALLED MY LOCAL REPRESENTATIVE
OPHELIA FORD TO ASSIST ME IN MY QUEST, I AM STILL
WAITING ON A CALL BACK..IMAGINE.
TERRY ROLAND SAID HE WOULD ACCOMPANY ME HERE BUT I
ASSURED HIM I WOULD MUDDLE THROUGH THIS ON MY
OWN.

THE BALLOON TEST WAS MADE AND I HAD A CHANCE TO
TALK TO VALERIE ALMOND AT LENGTH, SHE IS VERY NICE
AND REALLY TRYING TO WORK THIS DELIMA OUT. BUT AS
WE ALL KNOW, EVERYONE HAS A JOB AND HERS IS TO GET
THIS CELL TOWER IN. SHE DID MENTION TO ME THEY HAD
AN ALTERNATE SITE FIRST BUT THE LAND OWNER WOULD
NOT AGREE I WONDER WHY,

AND IF ANYONE IS INTERESTED I WILL HAVE A BEAUTIFUL
VIEW OF IT FROM MY PROPERTY.
I FIND IT FUNNY THAT VALERIE ALMOND IS PUSHING FOR A
CELL PHONE TOWER FOR CRICKET IN MY AREA WHEN SHE
USES VERISION FOR HER CELL PHONE CARRIER.
AS MOST PEOPLE KNOW CRICKET IS A INEXPENSIVE CARRIER
MOST TEENAGERS USE OR PEOPLE WHO DO NOT TRAVEL
OUTSIDE OF THE CITY CAN USE. I CAN GUARANTEE YOU
CRICKET WILL NOT REACH TO ALAKSA LIKE MY ATT CELL
PHONE DOES.

Page 1

I GAVE HER PHONE NUMBERS AND NAMES OF MY
NEIGHBORS AND AGAIN SHE INSISTS I AM THE ONLY ONE
CONTESTING THIS.

THERE ARE 7 HOUSES ON MY STREET, WITH ONLY MYSELF
AND ONE OTHER COUPLE THAT ARE NOT 70 YEARS OLD AND
ABOVE.

AGAIN I WILL STATE YOU ARE DEALING WITH OLDER
RESIDENTS THAT DO NOT UNDERSTAND THAT JUST
BECAUSE THERE IS A CELL PHONE TOWER THEY ASSUME
THEIR CELL PHONE WILL WORK, VALERIE ALMOND EVEN
ADVISED MY NEIGHBORS THERE IS A CHANCE THEIR CELL
PHONES MIGHT WORK, BUT SHE CANT GUARANTEE THIS.
WORKING IN INFORMATION TECHNOLOGY FOR 18 YEARS I
KNOW HOW THE GAME IS PLAYED AND I DONT APPRECIATE
OLDER RESIDENTS BELIEVING THINGS I KNOW ARE NOT
TRUE,

LAST MEETING IT WAS MENTIONED THIS IS CONSIDERED A
UTILITY, LETS TALK ABOUT THAT FOR A MINUTE.

I CHOSE TO LIVE IN A HERENTON FREE ZONE AND HAVE
NEVER COMPLAINED ABOUT OUR AREA.

WE HAVE MLG@W , OF COURSE IF THE WIND BLOWS HARD
THE LIGHTS GO OUT, I DO GET CITY WATER. OTHER THAN
THAT THERE ARE NO UTILITIES ON OUR STREET.

THERE ARE NO STREET LIGHTS , WHICH WE LOVE
I PAY FOR GARBAGE PICKUP
I PAY FOR FIRE PROTECTION
I HAVE A SEPTIC TANK

Page 2

AND THERE ARE NO SIDE WALKS

I ASKED BACK IN 2004 IF I WOULD BE ABLE TO GET NATURAL GAS AND WAS ADVISED BY MLG@W I SURE COULD FOR 9,000 .
OR

I COULD WAIT TILL 2005 WHEN THE COUNTY WAS TO HAVE EVERYONE IN MY AREA ON NATURAL GAS.

AS WE ALL KNOW MLG@W RAN OUT OF MONEY IN THE GAS BUDGET.

AND LORD KNOWS WHEN / IF THEY WILL EVER GET THE MONEY, AND YET I STILL DO NOT COMPLAIN BECAUSE I LOVE THE AREA I LIVE IN.

SO 3 YEARS LATER I AM SURROUNDED BY HOUSES IN MY AREA WITH NATURAL GAS, IN FACT I CAN SEE HOUSES AROUND THE CORNER FROM ME THAT HAVE HAD NATURAL GAS FOR OVER 5 YEARS, BUT THE 7 HOUSES ON MY STREET ARE NOT ALLOWED, OR THE UTILITY COMPANY CANT AFFORD TO BRING IT TO MY STREET.

SO

I STILL GET SCREWED BY BABE HOWEARD EVERY MONTH AND IF YOU THINK GAS FOR YOUR CAR IS EXPENSIVE TRY FILLING UP A PROPANE TANK TO USE JUST FOR HEAT, IT IS SO EXPENSIVE I KEEP MY HOUSE AT 66 DURING THE WINTER AND PASS OUT BLANKETS TO GUESTS AS THEY ARRIVE.

I AM NOT COMPLAINING JUST STATING FACTS.

WE HAVE SURVIVED FOR YEARS WITHOUT MANY UTILITIES IN OUR AREA AND HAVE BECOME QUITE USED TO BE SELF

Page 3

EXHIBIT B-3 - Page 3
PREPARED REMARKS IN OPPOSITION

SUFFICIENT IN THE COUNTY.

IN SPEAKING WITH VALERIE ALMOND I WAS ADVISED THEY CANT PUT A TREE LOOKING TOWER UP BECAUSE IT ONLY GOES TO 130 FEET AND THEY NEED THE TOWER TO BE 195 FEET....JUST 5 FEET SHORT OF WHAT THE FAA REQUIRES FOR LIGHTS ON THE TOWER, BUT CAN SHE GUARANTEE THIS WILL BE THE RULE FROM THE FAA IN 6 MONTHS...DOUBTFUL. I EVEN POINTED OUT I SIT BETWEEN 2 SMALL LOCAL AIRPORTS NOT INCLUDING THE POLICE AND FIRE ACADEMYS NEAR BY, AND SEE HELICOPTERS FLYING PRETTY LOW, BUT WAS REASSURED THESE REQUIREMENTS COME FROM THE FAA AND IF THEY FLY LOWER THAT IS PILOT ERROR.

I DO NOT WANT THIS TOWER IN MY AREA AND EMPLOYEES YOU TO RECONSIDER IN HAVING THEM RELOCATE IT SOMEWHERE ELSE, TRY THE CITY, ANYTHING GOES THERE.

I LOVE THE AREA I LIVE IN, I ENJOY THE PEACE AND QUIET OF THE COUNTRY WITH ALL THE NATURAL WILD LIFE. WHERE ELSE CAN YOU LIVE AND SEE HERDS OF DEER, TURKEYS, HEAR OWLS, AND SEE HAWKS, AND I EVEN A WHITE RACCOON WHICH THE PARK RANGER ADVISED ME HAPPENS 1 IN EVERY 280,000 BIRTHS AND HE HAS BEEN AROUND FOR 3 YEARS NOW.

I MAY LIVE OUT IN THE COUNTRY BUT ITS CLOSE ENOUGH TO COMMUTE TO MY JOB IN THE CITY WHICH IS 45MIN TO AN HOUR A DAY EACH WAY.

Page 4

I DO NOT WANT THE BLIGHT OF A CELL TOWER BLOCKING MY BEAUTIFUL SUNSETS IN THE EVENING. AND BEG YOU TO RE THINK THE CELL PHONE TOWER IN MY AREA

THANK YOU FOR YOUR TIME.



2355 Industrial Park Blvd, Cumming, GA 30041

April 3, 2008
Eric Garvin
Global Tower Partners
Project Manager-Site Development

RE: Results of Balloon Test
Cricket - Global Towers Greenfield Site
7040 Woodstock Cuba Rd
Millington, TN

Dear Mr. Garvin:

Baran has completed a Balloon Test for the referenced property. The test was conducted by Mark Bailey and Valerie Allmond of Baran on April 3, 2008 at the site.

Test Parameters

A 5-foot diameter, helium filled, red weather balloon was used for the test. The balloon location was verified by handheld GPS coordinates onsite. The balloon was raised to a total height of 200 feet. The test was conducted between 10 am and 2 pm on April 3. Winds were out of the north at 0-10 miles per hour and the temperature was in the fifties. The skies were partly cloudy.

Photo-Simulations

A number of photographs were taken from nearby property owners of the balloon during the test. These photographs have been used in a series of photo-simulations which are attached to this document. Where appropriate the height of the simulated tower was adjusted higher to account for deflection of the balloon from the wind.

A map is included which depicts the location where each photo was taken.

If you have any questions regarding this test or the photo-simulations please call me at (404) 886-7366 or email me at mbailey@barantelecom.com.

Sincerely,

Baran Telecom, Inc.

A handwritten signature in cursive script that reads 'W. Mark Bailey'.

W. Mark Bailey, P.E.
Environmental Manager

Location Map of Photos - Balloon Test



EXHIBIT C-2
LOCATION MAP FOR BALLOON TEST PHOTOS

2215 Independence Rd



EXHIBIT D-1
BALLOON TEST PHOTO #1 WITH SIMULATED TOWER VIEW
See Exhibit C-2 for Location Map



EXHIBIT D-2
BALLOON TEST PHOTO #2 WITH SIMULATED TOWER VIEW
See Exhibit C-2 for Location Map



EXHIBIT D-3
BALLOON TEST PHOTO #3 WITH SIMULATED TOWER VIEW
See Exhibit C-2 for Location Map



EXHIBIT D-4
BALLOON TEST PHOTO #4 WITH SIMULATED TOWER VIEW
See Exhibit C-2 for Location Map

2272 Independence Rd

5



EXHIBIT D-5
BALLOON TEST PHOTO #5 WITH SIMULATED TOWER VIEW
See Exhibit C-2 for Location Map

Intersection of Independence + Woodstock Cuba



EXHIBIT D-6
BALLOON TEST PHOTO #6 WITH SIMULATED TOWER VIEW
See Exhibit C-2 for Location Map



EXHIBIT D-7
BALLOON TEST PHOTO #7 WITH SIMULATED TOWER VIEW
See Exhibit C-2 for Location Map

8

2272 Independence Rd

2nd location -

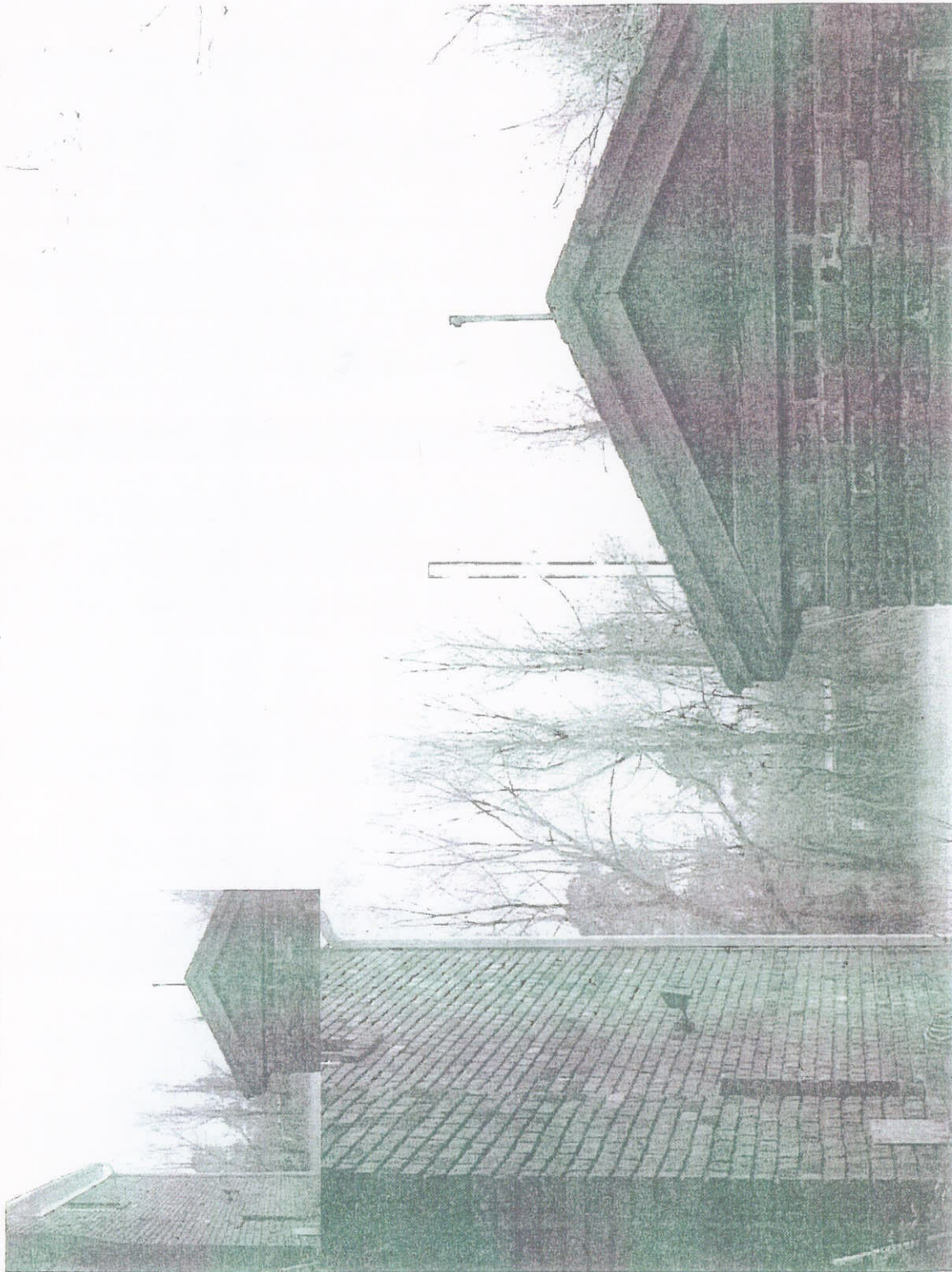


EXHIBIT D-8
BALLOON TEST PHOTO #8 WITH SIMULATED TOWER VIEW
See Exhibit C-2 for Location Map

9

2nd location - 2272 Independence Rd



EXHIBIT D-9
BALLOON TEST PHOTO #9 WITH SIMULATED TOWER VIEW
See Exhibit C-2 for Location Map

10

2nd location - 2272 Independence Rd



EXHIBIT D-10
BALLOON TEST PHOTO #10 WITH SIMULATED TOWER VIEW
See Exhibit C-2 for Location Map

11

2nd location



EXHIBIT D-11
BALLOON TEST PHOTO #11 WITH SIMULATED TOWER VIEW
See Exhibit C-2 for Location Map

ITEM # _____

PREPARED BY: LOU GEATER

APPROVED BY: Christy Kinard
Assistant County Attorney

**RESOLUTION TO EXPRESS SUPPORT FOR THE EFFORTS OF
THE RESUSCITATION OUTCOMES CONSORTIUM. SPONSORED
BY COMMISSIONER JOYCE AVERY.**

WHEREAS, The National Institutes of Health has commissioned a study by the Resuscitation Outcomes Consortium to evaluate the lifesaving potential of hypertonic saline, with and without Dextran, for the treatment of traumatic shock and severe brain injury; and

WHEREAS, Dr. Timothy Fabian and Dr. Martin A. Croce of the University of Tennessee Health Sciences Center will be conducting local investigations as part of this study; and

WHEREAS, The results of this study may significantly reduce deaths associated with traumatic shock and severe brain injury, thereby enhancing the quality of life for many trauma victims each year in Shelby County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That Shelby County Government enthusiastically supports the efforts of the Resuscitation Outcomes Consortium to pioneer more effective treatment for trauma victims.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED:_____

SUMMARY

I. Description of Item

This resolution established a committee to evaluate the short and long term revenue needs of Shelby County Government required and to create strategies to address those needs. Current revenue streams will be analyzed along with the corresponding short and long term service requirements to define the need and develop appropriate strategies for review and recommendation for implementation. The process and results are to be developed expeditiously in order to maximize the benefit upon implementation.

II. Source and Amount of Funding

This resolution requires no new funds for the monitoring process.

III. Contract Items

N/A

IV. Additional Information Relevant to Approval of this Item

The Administration requests approval of this resolution

Item _____

Prepared by Grace Hutchinson

Commissioner: Malone

Approved by _____

RESOLUTION CREATING AN ADVISORY COMMITTEE TO EVALUATE FUNDING NEEDS OF SHELBY COUNTY GOVERNMENT AND TO CREATE STRATEGIES TO ADDRESS THESE NEEDS SPONSORED BY COMMISSIONER DEIDRE MALONE

WHEREAS, Administrative review and financial assessments have demonstrated that Shelby County Government, as presently functioning and structured with the limited governmental authority from the State of Tennessee, has tremendous difficulty sustaining itself on the resources presently available to it; and

WHEREAS, The Mayor's Administration and the Shelby County Board of Commissioners are recommending that a thorough examination be conducted to determine the use and collection of all current revenues, the range and efficiency with which current services are provided, and estimates of the level of services to our citizens which can be supported in the short and long term as a basis for determining future initiatives to obtain the necessary legislative authority for revenue initiatives required to fund the needed levels of services; and

WHEREAS, The Administration and the Commission firmly believe that in order for Shelby County Government to maintain and enhance the trust of its citizens, the process of addressing these aforementioned challenges should be open and transparent, and should include as participants representatives of Shelby County Government, the public at large, the business community, state government and local municipal governments; and

WHEREAS, The Administration and the Commission concur on the urgency of an expeditious process to provide the strategic solutions required in order to obtain funding to sustain the services for the current and future needs of our citizens; and

WHEREAS, it is the intent of the Administration and the Commission that the Committee not merely study these needs and available resources, but present detailed findings and firm recommendations for actions to be taken to ensure that Shelby County Government is operating with the highest level of practical efficiency and if it determines that Shelby County Government should cease providing or funding certain services to so recommend; and

WHEREAS, The Administration and the Commission recognize that after the above inquiries are addressed, it may be found that Shelby County Government needs new revenue and if so the Committee shall so recommend and identify with specificity the sources of said revenue.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, that there is unanimous support for the creation of an advisory committee to evaluate funding needs of Shelby County Government and to create strategies to address these needs, and that the Funding Needs Advisory Committee is hereby established.

BE IT FURTHER RESOLVED, that said Committee will be charged with the evaluation and analysis of the sustainability of current revenue options, priority and efficiency with regard to government services, and will determine the needs and develop a strategic plan for implementation to address these needs.

BE IT FURTHER RESOLVED, that said Committee shall consist of not less than seven (7) nor more than twenty-one (21) members, with said members being selected from the following:

- 1) Shelby County Government Administration
- 2) Shelby County Commission
- 3) The Local Business Community or a organization speaking for or representing that community
- 4) The Shelby County Legislative Delegation
- 5) Tennessee County Services Association, Local Municipal Governments, Local Charitable Organizations, the Faith-Based Community, and such other members deemed appropriate by the Shelby County Mayor.

BE IT FURTHER RESOLVED, that time is of the essence, and it is the desire that this Committee undertake its work with dispatch and deliver its findings in like manner, and that the Committee shall be constituted and begin its work no later than 30 days following the signing of this Resolution and to submit its findings and recommendations to the Mayor and Commission not later than 120 days following its first meeting.

BE IT FURTHER RESOLVED, that the Administration and the Commission staff are authorized and directed to provide the Committee the reasonable and prudent support and supplies needed to carry out its assignment in the manner set forth herein.

A C Wharton, Jr., Mayor

Date:_____

ATTEST:

Clerk of County Commission

ADOPTED:_____

SUMMARY

I. Description of Item

The purpose of this Resolution is to amend the Personnel Management System of Shelby County government in order to create a process for recommending and reviewing alternative, non-traditional work schedules for Shelby County Government operations that will support opportunities for efficiency and expanded hours of customer service. Approved alternative, non-traditional work schedules within Shelby County Government will be established on the basis of operational needs, staffing requirements, service delivery requirements, and back-up coverage needs of the Shelby County Government agency/department.

Prior to implementation all work schedules must be reviewed by the Compensation Department of Shelby County Human Resources to assure compliance with applicable federal, state and local laws, rules and regulations.

II. Source and Amount of Funding

none

III. Contract Items

A. Type of Contract -

B. Terms -

IV. Additional Information Relevant to Approval of this Item

ITEM # _____

PREPARED BY: _____

COMMISSIONER _____

APPROVED BY: _____

**RESOLUTION APPROVING AND ADOPTING AN AMENDMENT TO VOLUME II,
SHELBY COUNTY GOVERNMENT PERSONNEL MANAGEMENT SYSTEM TO
PROVIDE A PROCESS FOR THE APPROVAL OF ALTERNATIVE WORK
SCHEDULES FOR EMPLOYEES SPONSORED BY COMMISSIONER JOE FORD**

WHEREAS, The Board of County Commissioners of Shelby County, Tennessee, approved and amended Volume II, Shelby County Government Personnel Management System (hereinafter Volume II) by Resolution No. 45 adopted July 30, 1979; and

WHEREAS, The Unified Personnel Policy Committee has determined that it is necessary to amend Volume II, creating a new policy to ensure conformity of the review and development of an Alternative Work Schedule; and

WHEREAS, The amendment to Volume II, New Policy, attached hereto has been reviewed in detail by the Unified Personnel Policy Committee and approved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONER OF SHELBY COUNTY, TENNESSEE, That Volume II, New Policy, concerning Alternative Work Schedules, a copy of which is attached hereto, is hereby adopted.

BE IT FURTHER RESOLVED, That that all work schedules within Shelby County Government be established on the basis of operational needs, staffing requirements, service delivery requirements, and back-up coverage needs of the Shelby County Government agency/department as outlined in the attached policy.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED: _____



PERSONNEL MANAGEMENT SYSTEM

SECTION: New

POLICY NUMBER: 706

SUBJECT: **Alternative Work Schedule**

PAGE 1 of 1

EFFECTIVE DATE:

REVISION DATE

Alternative Work Schedule Policy

Purpose

The purpose of this policy is to support the creation of alternative non-traditional work schedules for Shelby County Government operations that will support opportunities for efficiency and expanded hours of customer service.

Policy

Shelby County Government agencies and departments may, upon approval of the appointing authority or his/her designee, or agency/department head provide for alternative work schedules. All work schedules within Shelby County Government will be established on the basis of operational needs, staffing requirements, service delivery requirements, and back-up coverage needs of the Shelby County Government agency/department.

In addition, regardless of the number of staff affected, prior to implementation all work schedules must be reviewed by the Shelby County Human Resources Department to assure compliance with applicable federal, state and local laws, rules and regulations.

Individual employees may be permitted, with the written consent of their supervisor, appropriate agency/department manager and the Administrator of Human Resources to work alternative schedules. Schedules must comply with all applicable government regulatory guidelines and Shelby County Government payroll standards.

Item #: _____

Prepared By: Steve Summerall

Approved By: Brian Kuhn
County Attorney

RESOLUTION BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE REQUIRING CRIMINAL, SEX OFFENDER, AND CHILD SUPPORT BACKGROUND CHECKS FOR ALL NOMINEES TO ANY BOARD, AGENCY, OR COMMISSION THAT ARE APPOINTED AND/OR CONFIRMED BY THE BOARD OF COUNTY COMMISSIONERS. SPONSORED BY COMMISSIONER HENRI E. BROOKS.

WHEREAS, the Shelby County Board of Commissioners regularly appoint members to various boards, commissions and agencies; and

WHEREAS, it is necessary to establish a process for requiring criminal, sex offender, and child support background checks for each nominee in considering these appointments; and

WHEREAS, the County Attorney's office is hereby requested to assist in drafting any necessary consent/authorization forms for completion by nominees and coordinating a process for background checks with the Sheriff's Office and Juvenile Court.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That criminal, sex offender, and child support background checks are required for all nominees to any board, agency, or commission appointed and/or confirmed by the Board of Commissioners.

BE IT FURTHER RESOLVED, that the County Attorney's office shall draft any necessary consent/authorization forms for nominees and coordinate said background checks with the offices of Sheriff and Juvenile Court.

BE IT FURTHER RESOLVED, That this resolution shall take effect for any nominees considered after June 1, 2008.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Deputy Clerk of County Commission

ADOPTED: _____

Item #: _____

Prepared By: Steve Summerall

Approved By: Brian Kuhn
County Attorney

RESOLUTION AMENDING RULE 7 OF THE COMMISSIONERS
PERMANENT RULES OF ORDER. SPONSORED BY COMMISSIONER
JOE FORD.

WHEREAS, In an effort to maintain the regular schedule of Committees of the Shelby County Commission in a timely manner, there is a need to incorporate a procedure of coordinating committees that overlap with one another; and

WHEREAS, It is also appropriate to establish a rule in the Commissioners Permanent Rules of Order by the addition of Rule 7(c)(viii).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the following amendment to the Commissioners Permanent Rules of Order is hereby adopted and approved:

Rule 7(c) is amended to add a new subsection (viii) thereto which states as follows:

“If a committee meeting exceeds its regularly scheduled time by fifteen (15) minutes or more, then the committee chairman must get permission from the chairman of the next scheduled committee to continue the meeting for any length of time. If it is necessary for the original committee meeting to continue and the following chairman of the next meeting also need to start his or her committee, then the chairman of the original committee can recess and continue it’s meeting in the 1st floor Commission Chamber.”

BE IT FURTHER RESOLVED, That the foregoing amendments shall be effective upon enactment of this Resolution.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Deputy Clerk of County Commission

ADOPTED: _____

ITEM # _____

PREPARED BY: Mike Swift

COMMISSIONER: _____

APPROVED BY: _____

RESOLUTION ELIMINATING PAY FOR UNUSED SICK LEAVE AT RETIREMENT FOR
NEW EMPLOYEES. SPONSORED BY COMMISSIONER SYDNEY CHISM.

WHEREAS, The County's policy has been to pay employees with salaries under \$60,000 for unused sick leave at retirement up to 75 days at the lower of their rate of pay or \$20,000 annually; and

WHEREAS, The County's estimated liability for unused sick leave to be paid at retirement was approximately \$10 million as of June 30, 2007; and

WHEREAS, The County has decided to reduce its future liability for unused sick leave to be paid at retirement.

**NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COUNTY
COMMISSIONERS OF SHELBY COUNTY, TENNESSEE**, That for the policy providing pay for
unused sick leave at retirement is hereby amended to exclude employees hired after May 12, 2008.

A C Wharton, Jr.
County Mayor

Date: _____

ATTEST:

Clerk of County Commission

SUMMARY SHEET

I. Description of Item

This resolution amends the policy of paying employees for unused sick leave at retirement to make employees hired after May 12, 2008 not eligible for this benefit. This will reduce our future liability for payment of sick leave.

II. Source and Amount of Funding

Not applicable.

III. Contract Items

Not Applicable.

IV. Additional Information Relevant to Approval of this Item

Administration recommends approval of this resolution.

**SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET**

Referred to Commission Committee General Government

For Commission Action on 6/16/08

DESCRIPTION OF ITEM: RESOLUTION APPROVING THE COUNTY MAYOR'S NOMINATION OF HUMPHREY E. FOLK, III AND AUBREY J. HOWARD FOR REAPPOINTMENT TO THE MEMPHIS AND SHELBY COUNTY PORT COMMISSION. SPONSORED BY COMMISSIONER JOE FORD.

CHECK ALL THAT APPLY BELOW:

☒ This Action does NOT require expenditure of funds.

☐ This Item requires/approves expenditure of funds as follows (complete all that apply):

County General Funds: \$ _____; County CIP Funds- \$ _____

State Grant Funds: \$ _____; State Gas Tax Funds: \$ _____

Federal Grant Funds: \$ _____

Other funds (Specify source and amount): \$ _____

Other pass-thru funds (Specify source and amount): \$ _____

Originating Department: Mayor's Office

APPROVAL:

Dept. Head:	<u>Grace Hutchinson (545-4429)</u> (Type your name & phone #.)	<u>[Signature]</u> (Initials)	<u>5/7/2008</u> (Date)
Elected Official:	_____ (Type your name & phone #.)	_____ (Initials)	_____ (Date)
Division Director:	<u>Grace Hutchinson (545-4429)</u> (Type your name & phone #.)	<u>[Signature]</u> (Initials)	<u>5/9/2008</u> (Date)
CIP – A&F Director:	_____ (Type your name & phone #.)	_____ (Initials)	_____ (Date)
Finance Dept.	<u>Mike Swift (545-4269)</u> (Type your name & phone #.)	<u>MA2</u> (Initials)	<u>5/6/08</u> (Date)
County Attorney:	<u>Christy Kinard (545-4233)</u> (Type your name & phone #.)	<u>CK</u> (Initials)	<u>05-05-08</u> (Date)
CAO/Mayor:	<u>Jim Huntzicker (545-4514)</u> (Type your name & phone #.)	<u>[Signature]</u> (Initials)	<u>5/8/08</u> (Date)



Shelby County Government

A C Wharton, Jr.
Mayor

May 12, 2008

The Honorable David Lillard
Chairman, Shelby County Board of Commissioners
160 North Main, Suite 450
Memphis, Tennessee 38103

Dear Chairman Lillard:

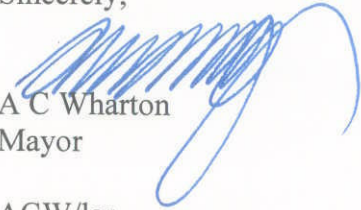
Pursuant to the rules and regulations governing the Memphis and Shelby County Port Commission, I hereby nominate Humphrey E. Folk, III and Aubrey J. Howard for reappointment to the above-mentioned board.

Term of Service for Humphrey E. Folk, III is retroactive to June 3, 2008, and will expire June 3, 2010 for a term of two (2) years.

Term of Service for Aubrey J. Howard is retroactive to March 7, 2008, and will expire March 7, 2010 for a term of two (2) years.

For your use, biographical information is attached and approval of the Board of Commissioners will be appreciated.

Sincerely,


A C Wharton
Mayor

ACW/lar

SUMMARY

I. Description of Item

This resolution reappoints two members, Humphrey E. Folk, III and Aubrey J. Howard, to the Memphis and Shelby Port Commission.

II. Source and Amount of Funding

III. Contract Items

A. Type of Contract – N/A

B. Terms – N/A

IV. Additional Information Relevant to Approval of this Item

The Memphis and Shelby County Port Commission members are appointed for terms of two (2) years each. Humphrey E. Folk, III has been a member since June 3, 2004. Aubrey J. Howard has been a member since March 12, 2007.

ITEM# _____

PREPARED BY: Lois Riseling

APPROVED BY: Christy L. Kinard *CK*
Assistant County Attorney

RESOLUTION APPROVING THE COUNTY MAYOR'S NOMINATION OF HUMPHREY E. FOLK, III AND AUBREY J. HOWARD FOR REAPPOINTMENT TO THE MEMPHIS AND SHELBY COUNTY PORT COMMISSION. SPONSORED BY COMMISSIONER JOE FORD.

WHEREAS, Pursuant to the rules and regulations governing the members of the Memphis and Shelby County Port Commission, in written correspondence to the Chairman of the Shelby County Board of Commissioners dated May 12, 2008, the County Mayor nominated Humphrey E. Folk, III and Aubrey J. Howard for reappointment to the board; and

WHEREAS, The ratification and approval by the Shelby County Board of Commissioners is required; and

WHEREAS, The members of the Memphis Shelby County Port Commission are appointed for a term of two (2) years upon approval by the Shelby County Board of Commissioners or until the appointment of their successors; and

WHEREAS, The term of service for Humphrey E. Folk, III should be retroactive to June 3, 2008, expiring on June 3, 2010, for a term of two years; and

WHEREAS, The term of service for Aubrey J. Howard should be retroactive to March 7, 2008, expiring on March 7, 2010, for a term of two years.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the nomination of Humphrey E. Folk, III and Aubrey J. Howard for reappointment to the Memphis and Shelby County Port Commission for the terms as listed above is with this Resolution confirmed by the Shelby County Board of Commissioners.

BE IT FURTHER RESOLVED, That this Resolution shall take effect from and after the date it shall have been enacted according to due process of law, the public welfare requiring it.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Clerk, County Commission

ADOPTED _____

Board/Commission

Division of County Government

Name: Humphrey E. "Tripp" Folk, IIIDate of Birth October 2, 1955 Race White M X FBusiness Name: Ascent Investments, LLCBusiness Address: P.O. Box 772898, Memphis Zip: 38177 Phone: 901-461-3816E-mail hfolk3@aol.com Fax: 662-280-0580Education: University of Alabama & University of MemphisName of Spouse: Single Number of Children: 4Home Address: 4122 Long Leaf Dr., Memphis Zip: 38117 Phone: 901-251-4740Resident of Shelby County 47 years.

List any affiliation or ownership interest you have in any business, corporation, or partnership, and if such business contracts with or sells products or services to Shelby County Government.None that does business with Shelby County Gov't

List members of family, where employed, and whether or not their employer contracts with or sells products or services to Shelby County Government.None


Signature4/30/08
Date

(For Office Use Only)

Attendance Record (if applicable)

No. of Meetings _____ No. Attend _____ No. Absent _____

Disposition:

Approval _____ Resolution _____ Item# _____

4/2/2008

Board/Commission

**NOTICE TO ALL PROSPECTIVE APPOINTEES TO SHELBY COUNTY BOARDS,
AUTHORITIES OR COMMISSIONS**

Pursuant to Resolution #26 adopted July 26, 1993, as amended, each person who submits his or her name for nomination to serve on a board, authority, or commission subject to approval by the Shelby County Board of Commissioners shall submit a list of all private county, social, athletic or professional clubs of which that person is a member. In the event it is determined that any such clubs are discriminatory in choosing their members on the basis of race, sex, or religion, the Shelby County Board of Commissioners may use this information in voting to reject the nominee.

Pursuant to the aforementioned Resolution you are hereby required to list all private country, social, athletic or professional clubs of which you belong.

- 1 Memphis Country Club
- 2 _____
- 3 _____
- 4 _____
- 5 _____
- 6 _____
- 7 _____
- 8 _____

List below any of the aforementioned clubs of which you belong that do not have female members.

- 1 _____
- 2 _____
- 3 _____
- 4 _____

List below any of the aforementioned clubs of which you belong that do not have minority group members (e.g., African American, Hispanic, Asian).

- 1 _____
- 2 _____
- 3 _____
- 4 _____

Do any of the aforementioned clubs of which you belong discriminate in selecting members based on race, sex, or religion?

Circle Below:

Yes ☒ No

Submitted: Humphrey E. Folk, III

(Print Name)

Signature:

Date:

Humphrey E. Folk
4/30/08

Humphrey Estes Folk, III "Tripp"

Tripp and his wife, Jane, are the parents of four boys, Estes, Winston, Alexander and Barret. He is a 1974 graduate of Christian Brothers High School and was educated at the University of Alabama from 1974 to 1977 and Memphis State University from 1977 to 1978, where he studied Civil Engineering Technology.

From 1978 to 1998, Tripp was the President and Director of Four F Corporation, a highway, heavy and marine construction contractor. During that period, he was a Director of the Associated General Contractors of America, serving as National Chairman of the Corps of Engineers Committee from 1996 to 1998; and National Chairman of the Equipment Management Committee from 1989 to 1991. He was also a Director of the Mississippi Valley Flood Control Branch of the A. G. C., serving as President in 1988.

Tripp is a member of the Executive Board of the Chickasaw Council Boy Scouts of America, serving as the Friends of Scouting Chairman in 2000 and 2001, and currently serves as Vice President of Finance. Tripp was awarded the Silver Beaver award in 2002, the highest honor for a volunteer to the Boy Scouts of America for distinguished service to youth.

Tripp is also a member of the Board of Trustees for BRIDGES, which serves as a catalyst for empowering youth and adults to reach their potential through education, leadership, diversity and workforce development.

Tripp has served as a Deacon and Elder at Idlewild Presbyterian Church. He is a member of the Board of Directors of Memphis Convention and Visitors Bureau.

Tripp is President of Ascent Investments and Delta Bluffs Development, concentrating in residential and commercial real estate development.

Port Authority

Board/Commission

Division of County Government

Name: Aubrey J. Howard

Date of Birth March 23, 1945

Race Black

M X F

Business Name: Midtown Mental Health Center

Business Address: 427 Linden Avenue

Zip: 38126

Phone: 901 577 9463

E-mail ahoward1858@comcast.net

Fax: 901 278-9106

Education: Bachelor of Arts in Communication Arts

Name of Spouse: Patricia C. Howard

Number of Children: 1

Home Address: 1858 South Rainbow Drive

Zip: 38107

Phone: 901 726 5048

Resident of Shelby County 63 years.

List any affiliation or ownership interest you have in any business, corporation, or partnership, and if such business contracts with or sells products or services to Shelby County Government.

Midtown Mental Health Center - Provides Forensic Services and Health Start Service

Tennessee Valley Center - None; W. Tn Venture Capital - None. Belz Enterprises-consultant

List members of family, where employed, and whether or not their employer contracts with or sells products or services to Shelby County Government.

Patricia C. Howard - Girls, Inc.

Adrian K. Howard - NA (Atlanta)

Signature

Date

(For Office Use Only)

Attendance Record (if applicable)

No. of Meetings

No. Attend

No. Absent

Disposition:

Approval

Resolution

Item#

4/2/2008

List below any of the aforementioned clubs of which you belong that do not have minority group members (e.g., African American, Hispanic, Asian).

- 1 Sigma Pi Phi Fraternity
- 2 _____
- 3 _____
- 4 _____

Do any of the aforementioned clubs of which you belong discriminate in selecting members based on race, sex, or religion?

Circle Below:

Yes No

Submitted: Aubrey J. Howard
(Print Name)

Signature: 

Date: 4/29/08

Port Authority
Board/Commission

**NOTICE TO ALL PROSPECTIVE APPOINTEES TO SHELBY COUNTY BOARDS,
AUTHORITIES OR COMMISSIONS**

Pursuant to Resolution #26 adopted July 26, 1993, as amended, each person who submits his or her name for nomination to serve on a board, authority, or commission subject to approval by the Shelby County Board of Commissioners shall submit a list of all private county, social, athletic or professional clubs of which that person is a member. In the event it is determined that any such clubs are discriminatory in choosing their members on the basis of race, sex, or religion, the Shelby County Board of Commissioners may use this information in voting to reject the nominee.

Pursuant to the aforementioned Resolution you are hereby required to list all private country, social, athletic or professional clubs of which you belong.

- 1 National Association of Health Services Executives
- 2 NAACP
- 3 Sigma Pi Phi Fraternity
- 4 _____
- 5 _____
- 6 _____
- 7 _____
- 8 _____

List below any of the aforementioned clubs of which you belong that do not have female members.

- 1 Sigma Pi Phi Fraternity
- 2 _____
- 3 _____
- 4 _____

AUBREY J. HOWARD

1858 South Rainbow Drive

Memphis, TN 38107

Home: (901) 726-5048 (V) (901) 278 9106 (F)

Office: (901) 577-9463 (V) (901) 577-9473 (F)

ahoward@mmhcmem.org

To be involved in opportunities that permit ingenuity and flexibility while utilizing my education, professional experiences and human relations skills to enhance business operations and improving the quality of life of the community served.

- Capable of providing leadership in concert with an empowered board of directors and staff to achieve desired goals. Skilled in the necessary management techniques to run a complex organization.
- Full knowledge and experience in all aspects of real estate development including planning, zoning, financing, marketing, etc.
- Capable of organizing effective training/developmental activities in a variety of areas including strategic planning and board development.
- Excellent presentation skills. Ability to articulate complex issues even in adverse situations.
- Ability to develop ideas into well thought out business and development strategies.
- Vast experience at understanding minority business development and financing.

7/98 – present

Midtown Mental Health Center

CHIEF EXECUTIVE OFFICER

Responsible for overall operations of the e Center reporting to its board of directors. Major Accomplishment(s): (1) Continued to streamline both clinical and fiscal programs to increase upon efficiency; (2) Improved fiscal condition by reducing outstanding short-term debt from \$1.8 million to less than \$500,000; (3) Improved governmental and community relations resulting in renewed and new grants/contracts.

7/97 – 6/98

Midtown Mental Health Center, Memphis, TN

INTERIM EXECUTIVE DIRECTOR

Responsible for overall operations of the Center during transition.

Major Accomplishment(s): (1) Right sized organization to improve upon delivery of services and accountability; (2) Reduced the number of Licensure and other site visit deficiencies.

12/92 - 7/97

Midtown Mental Health Center, Memphis, TN

DEPUTY DIRECTOR for MENTAL HEALTH SERVICES

Initially responsible for completing HUD grant applications for housing funds overall supervision of the development of a 23 unit apartment complex as well as a \$500,000 renovation of another facility; development of and implementation of support services; asset management; planning and development; management of affiliated housing operations.

Major Accomplishment(s): (1) Completed development of 23 unit multi-housing complex. (2) Re-engineered programs/staffing pattern to adjust to manage care. (3) Membership in the American College of Health Care Executives. (4) Re-write of Policies and Procedures Manual.

06/92 - 11/92

Memphis Housing Authority, Memphis, TN

SPECIAL ADMINISTRATIVE ASSISTANT TO THE INTERIM EXECUTIVE DIRECTOR

Assisted the Executive Director with daily duties in management of the Authority, including board relations, press relations, policy development, etc.

Major Accomplishment(s): Assisted with plan to remove authority off "troubled housing authority" list.

06/85 - 02/92

Belz Enterprises, Memphis, TN

DEVELOPMENT/ASSET MANAGEMENT

Responsible for various real estate and development activities including project management, property asset management, business development, budgeting, etc.

Major Accomplishment(s): (1) Developed and implemented business plan for a new outdoor advertising firm jointly owned by Belz and third party. (2) Manager of partnership between Belz and Hyatt to develop prototype Hyatt hotel. (3) Completed and open room tower of \$100 million Peabody - Orlando hotel. (4) Asset management via contract - \$50 million.

12/77 - 05/85

Self-Employed, Memphis, TN

DEVELOPMENT CONSULTANT

Contract services included highest and best use studies; preparation of feasibility studies; project scheduling; preparing financial packages for bond issues. Provided services for private and public organizations throughout southeastern United States.

Major Accomplishment(s): (1) Obtained contract with SBA to prepare feasibility studies for various businesses. (2) Development consultant for Tennessee Trust, Threes Sisters and Downtown Radisson Hotel. (3) Development consultant for 100 Wagner Place. (4) Developed non-spectator gymnasium for Memphis City Schools.

09/75 - 11/77

Beale Street National Historic Foundation, Memphis, TN

EXECUTIVE DIRECTOR

Responsible to the board of directors for managing the planning for the redevelopment of Beale Street Historic District.

Major Accomplishment(s): Coordinated plan used to guide successful redevelopment of Beale Street.

01/73 - 08/75

Shelby County Government, Memphis, TN

ASSOCIATE DIRECTOR/INTERGOVERNMENTAL RELATIONS

Responsible for governmental relations at local, state and federal levels.

Assisted with grantsmanship activities of local not-for-profit organizations.

Major Accomplishment(s): (1) Developed several multi-million-grant applications. (2) Assisted Memphis and Shelby County Library Public Library and Information System with grant application, which established LINC Services.

ASSISTANT DIRECTOR/AREA AGENCY ON AGING

Developed and implemented programs for the aging population.

Major Accomplishment(s): Assisted grants proposal and implemented Meal on Wheels program for the elderly.

Rhodes College, Memphis, TN

BACHELORS OF ARTS IN COMMUNICATIONS ARTS

Degree: August 1972

06/77 - 08/77

Johns Hopkins University, Baltimore, Maryland

FELLOW, NATIONAL ENDOWMENT FOR THE ARTS

1979 Inaugural Class of Leadership Memphis

Volunteer Award - Tennessee Association of Mental Health Centers

Founding Director/Chair Board Loan Review Committee - United Bank and Trust Company, New Orleans, La.

Vice Chairperson - Southern Cooperative Development Foundation, Lafayette, La.

Chairperson - West Tennessee Venture Capital Corporation

Chairperson - Tennessee Valley Center for Minority Economic Development

Chairperson - Tennessee Association of Mental Health Organizations Political Action Committee

Memberships - NAACP - Life Member; Rhodes College President's Council; Rhodes College Alumni Board Executive Committee; Sigma Pi Phi Fraternity-Delta Boule Chapter; American College of Healthcare Executives; National Association of Health Services Executives - Memphis Chapter (founding President); Memphis Center for International Visitors; Shelby County Government "Needs Assessment" Advisory Committee.

REFERENCES AVAILABLE UPON REQUEST.

Revised January 31, 2007

MEMO TO: LOIS RISELING
SHELBY COUNTY GOVERNMENT

FROM: GAYE DAVIS
PORT COMMISSION

DATE: APRIL 14, 2008

SUBJECT: MEETING ATTENDANCE



Lois, last week you asked me to review the attendance for Aubrey Howard and Humphrey E. Folk, III (Tripp) for the last year. I went back to the first meeting at which Mr. Howard served as Commissioner which was April 26, 2007. The following is what I found. Please let me know if you need anything further.

Aubrey Howard attended the March 15, 2007 Port Commission Board Meeting. However, he was not yet a member. Mr. Howard joined the Port Commission at the April 26, 2007 Board meeting as a Board member. The following are the meeting dates he has missed since that time thru Monday, April 14, 2008:

June 28, 2007
October 25, 2007
January 24, 2008

Out of a total of 9 meetings, Mr. Howard attended 6.

Humphrey E. Folk, III joined the Port Commission at the September 30, 2004 Board meeting as a Board member. The following are the meeting dates he has missed since April 26, 2007 thru Monday, April 14, 2008:

September 27, 2007

Out of a total of 9 meetings, Mr. Folk attended 8.

ITEM# _____

PREPARED BY: Lois Riseling

APPROVED BY: Christy L. Kinard
Assistant County Attorney

RESOLUTION APPROVING THE COUNTY MAYOR'S NOMINATION FOR THE JOINT CITY-COUNTY REAPPOINTMENT OF CLIFFORD STOCKTON, SR. AND THE APPOINTMENT OF MELVIN T. BURGESS II, DICK LEIKE, AND WILLIAM A. GILLON TO THE MEMPHIS AND SHELBY COUNTY INDUSTRIAL DEVELOPMENT BOARD. SPONSORED BY COMMISSIONER JOE FORD.

WHEREAS, Pursuant to the rules and regulations governing the members of the Memphis and Shelby County Industrial Development Board, in written correspondence to the Chairman of the Shelby County Board of Commissioners dated June 2, 2008, the County Mayor nominated for the joint City-County reappointment of Clifford Stockton, Sr. and the appointment of Melvin T. Burgess II, Dick Leike, and William A. Gillon to the board; and

WHEREAS, The ratification and approval by the Shelby County Board of Commissioners is required; and

WHEREAS, The members of the Memphis and Shelby County Industrial Development Board are appointed for a term of six (6) years upon approval by the Shelby County Board of Commissioners or until the appointment of their successors; and

WHEREAS, The term of service for Clifford Stockton, Sr. should be retroactive to February 21, 2008, expiring February 21, 2014, for a term of six (6) years; and

WHEREAS, Melvin T. Burgess, II shall be appointed to fill the expired term that Carolyn Hardy has been holding until her successor could be appointed and said term will expire on December 31, 2013; and

WHEREAS, Dick Leike shall be appointed to fill the unexpired term of Frank Ryburn who is deceased, and said term will expire on December 31, 2009; and

WHEREAS, Pursuant to Ordinance No. 343, adopted by the Shelby County Board of Commissioners on August 27, 2007, Christian Saenger is term limited as of the expiration of the last term to which he was appointed, which expired on December 31, 2007, and is serving until his successor could be appointed; and

WHEREAS, William A. Gillon shall be appointed to fill the expired term that Christian Saenger has been holding and said term will expire on December 31, 2013.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE That the joint City-County reappointment of Clifford Stockton, Sr. and the appointment of Melvin T. Burgess II, Dick Leike, and William A. Gillon to the Memphis and Shelby County Industrial Development Board for the terms listed above are with this Resolution hereby approved by the Shelby County Board of Commissioners.

BE IT FURTHER RESOLVED, That this Resolution shall take effect from and after the date it shall have been enacted according to due process of law, the public welfare requiring it.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Clerk, County Commission

ADOPTED: _____



Shelby County Government

A C Wharton, Jr.
Mayor

June 2, 2008

The Honorable David Lillard
Chairman, Shelby County Board of Commissioners
160 N. Main, Suite 450
Memphis, TN 38103

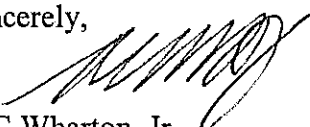
Dear Chairman Lillard:

Pursuant to the rules and regulations governing the Memphis and Shelby County Industrial Development Board, I hereby nominate Clifford Stockton, Sr. for reappointment to the joint City-County position and Melvin T. Burgess II, Dick Leike, and William A. Gillon for appointment. Terms of Service shall begin upon Commission approval and will expire as listed below:

<u>Appointment</u>		<u>Expiration Date</u>
Clifford Stockton, Sr.	(reappointment)	2/21/2014
Melvin T. Burgess III	(replacing Carolyn Hardy)	12/31/2013
Dick Leike	(replacing Frank Ryburn)	12/31/2009
William A. Gillon	(replacing Christian Saenger)	12/31/2013

For your use, biographical information is attached and approval of the Board of Commissioners will be appreciated.

Sincerely,


A C Wharton, Jr.
Mayor

ACW/lar

Enclosure

SUMMARY

I. Description of Item

This resolution reappoints the City-County member, Clifford Stockton, Sr. and appoints three new members, Melvin T. Burgess II, Dick Leike, and William A. Gillon to the Memphis and Shelby County Industrial Development Board.

II. Source and Amount of Funding

III. Contract Items

A. Type of Contract – N/A

B. Terms – N/A

IV. Additional Information Relevant to Approval of this Item

Members of the Memphis and Shelby County Industrial Development Board are appointed for terms of six (6) years each. This will be the second term for Clifford Stockton, Sr.—his first term began 4/9/07 when he filled an unexpired term. This will be the first term for Melvin T. Burgess II, Dick Leike, and William A. Gillon. Dick Leike is filling an unexpired term that will expire 12/31/09.

SUMMARY

I. Description of Item

This resolution reappoints the City-County member, Clifford Stockton, Sr. and appoints three new members, Melvin T. Burgess II, Dick Leike, and William A. Gillon to the Memphis and Shelby County Industrial Development Board.

II. Source and Amount of Funding

III. Contract Items

A. Type of Contract – N/A

B. Terms – N/A

IV. Additional Information Relevant to Approval of this Item

Members of the Memphis and Shelby County Industrial Development Board are appointed for terms of six (6) years each. This will be the second term for Clifford Stockton, Sr.—his first term began 4/9/07 when he filled an unexpired term. This will be the first term for Melvin T. Burgess II, Dick Leike, and William A. Gillon. Dick Leike is filling an unexpired term that will expire 12/31/09.

Shelby County
Board/Commission

Administration
Division of County Government

Name: Clifford Stockton
Date of Birth 9-16-32 Race African American M ☒ F ☐
Business Name: Memphis Regional Chamber
Business Address: 22 N. Front Street Zip: 38103 Phone: 543-3500
E-mail cstockton@memphischamber.com Fax (901) 543-3510
Education: MCS TN State U, Mem State U, U of CA, Texas Christian U.
Name of Spouse: Louis Hampton Stockton Number of Children: 3
Home Address: 516 Montaigne Blvd Zip: 38103 Phone (901) 525-1882
Resident of Shelby County 75 years.

List any affiliation or ownership interest you have in any business, corporation, or partnership, and if such business contracts with or sells products or services to Shelby County Government.

List members of family, where employed, and whether or not their employer contracts with or sells products or services to Shelby County Government.

Louis H. Stockton, Owner, The Nail Station

Clifford Stockton
Signature
5-28-08
Date

(For Office Use Only)

Attendance Record (if applicable)

No. of Meetings _____ No. Attend _____ No. Absent _____

Disposition:

Approval _____ Resolution _____ Item# _____

4/2/2008

TDB Shelby County
Board/Commission

**NOTICE TO ALL PROSPECTIVE APPOINTEES TO SHELBY COUNTY BOARDS,
AUTHORITIES OR COMMISSIONS**

Pursuant to Resolution #26 adopted July 26, 1993, as amended, each person who submits his or her name for nomination to serve on a board, authority, or commission subject to approval by the Shelby County Board of Commissioners shall submit a list of all private county, social, athletic or professional clubs of which that person is a member. In the event it is determined that any such clubs are discriminatory in choosing their members on the basis of race, sex, or religion, the Shelby County Board of Commissioners may use this information in voting to reject the nominee.

Pursuant to the aforementioned Resolution you are hereby required to list all private country, social, athletic or professional clubs of which you belong.

- 1 Kappa Alpha Psi Fraternity
- 2 _____
- 3 _____
- 4 _____
- 5 _____
- 6 _____
- 7 _____
- 8 _____

List below any of the aforementioned clubs of which you belong that do not have female members.

- 1 Kappa Alpha Psi Fraternity
- 2 _____
- 3 _____
- 4 _____

List below any of the aforementioned clubs of which you belong that do not have minority group members (e.g., African American, Hispanic, Asian).

1 _____
2 _____
3 _____
4 _____

Do any of the aforementioned clubs of which you belong discriminate in selecting members based on race, sex, or religion?

Circle Below:

Yes ☒ No

Submitted:

Clifford Stoughton

(Print Name)

Signature:

Clifford Stoughton

Date:

5-28-08

BIOGRAPHICAL PROFILE FOR CLIFFORD STOCKTON, SR.

PERSONAL BACKGROUND

Following his retirement in 1999, Clifford Stockton is currently a consultant and Senior Advisor for Existing Business, Memphis Regional Chamber.

Married to Lois Hampton Stockton

Three adult children: Angela S. Galloway, Clifford Stockton, Jr., and Brian Steven Stockton.

Eight grand children.

EDUCATION

Clifford began his tenure at the Memphis Chamber in January 1969 and has been in Economic Development for 25 years as Executive Vice President. A native Memphian, he received his Bachelor of Science degree from Tennessee State University, and completed four years of U.S. Chamber of Commerce Management studies at the University of Georgia and Texas Christian University. He is also a graduate of the Economic Development Institute at the University of Oklahoma.

WORK EXPERIENCE/SUMMARY

Clifford directed the economic development activities for the Memphis Area Chamber of Commerce and the Memphis Uniport Association. He coordinated a joint economic development program with the Manager of Memphis Light, Gas & Water's economic development department, in cooperation with other agencies, both private and governmental.

Clifford has communicated with industry decision makers (local, national, and international) to encourage relocation or expansion in the Memphis area. Upon industry demands, requested research analysis and evaluation of critical technical data to document the feasibility of proposed expansions, relocations and new development.

In summary, Clifford's current duties include:

- Assistance with coordinating the duties of the International Council,
- Meeting with economic development prospects, clients, and legislative delegations,
- Meeting with heads of state and other international dignitaries,
- Co-ordinate the activities of the Metropolitan Economic Development Forum,
- Planning seminars, meetings, lunches, and formal dinners,
- Arranges and attends trade shows that are beneficial to the Chamber's Economic Development objective.

He also advises the Economic Development Department, and other departments when requested, working with Governmental Affairs activities and other Chamber and Community Development programs.

Board/Commission _____ Division of County Government _____

Name: MELVIN T. BURGESS II Date of Birth: 09/08/62

Business Name: MEMPHIS CITY SCHOOLS

Business Address: 2547 AVERY Zip: 38112 Phone: 416-5436

E-mail: BURGESS M W MCS K12.NET Fax: 416-5425

Business or Profession: DIRECTOR DIVISION OF INTERNAL AUDITS

Education: BACHELOR OF SCIENCE (ACCOUNTING) GRAMBLING STATE UNIV.

Name of Spouse: SANDRA E. BURGESS Number of Children: 2

Home Address: 363 N. AVALON Zip: 38112 Phone: 278-4051

Resident of Shelby County 33 years.

List any affiliation or ownership interest you have in any business, corporation, or partnership, and if such business contracts with or sells products or services to Shelby County Government.

N/A

List members of family, where employed, and whether or not their employer contracts with or sells products or services to Shelby County Government.

N/A

M. T. Burgess II

Signature

2/5/08

Date

(For Office Use Only)

Attendance Record (if applicable)

No. of Meetings _____ No. Attend _____ No. Absent _____

Disposition:

Approval _____ Resolution _____ Item# _____

2/4/2008

Board/Commission

**NOTICE TO ALL PROSPECTIVE APPOINTEES TO SHELBY COUNTY BOARDS,
AUTHORITIES OR COMMISSIONS**

Pursuant to Resolution #26 adopted July 26, 1993, as amended, each person who submits his or her name for nomination to serve on a board, authority, or commission subject to approval by the Shelby County Board of Commissioners shall submit a list of all private country, social, athletic or professional clubs of which that person is a member. In the event it is determined that any such clubs are discriminatory in choosing their members on the basis of race, sex, or religion, the Shelby County Board of Commissioners may use this information in voting to reject the nominee.

Pursuant to the aforementioned Resolution you are hereby required to list all private country, social, athletic or professional clubs of which you belong.

- 1 N/A
- 2 _____
- 3 _____
- 4 _____
- 5 _____
- 6 _____
- 7 _____
- 8 _____

List below any of the aforementioned clubs of which you belong that do not have female members.

- 1 N/A
- 2 _____
- 3 _____
- 4 _____

2/4/2008

List below any of the aforementioned clubs of which you belong that do not have minority group members (e.g., African American, Hispanic, Asian).

- 1 N/A
- 2 _____
- 3 _____
- 4 _____

Do any of the aforementioned clubs of which you belong discriminate in selecting members based on race, sex, or religion?

Circle Below:
Yes No

Submitted: MELVIN T. BURGESS II
(Print Name)

Signature: M. T. Burgess

Date: 2/5/08

MELVIN T. BURGESS, II

363 N. Avalon, Memphis, TN 38112
(901) 278-4051

OBJECTIVE

To secure a position where my knowledge, skills, and abilities in the field of accounting and finance may be utilized in the advancement of your organization.

EDUCATION

Grambling State University

B. S. in Accounting

December 1984

WORK EXPERIENCE

Memphis City Schools - Division of Internal Audits

Memphis, TN

Director

2005 - present

- ❖ Serves as the system's chief internal evaluator of management policies and procedures.
- ❖ Prepares the annual report on schools' audited activities that is submitted to the State Comptroller.
- ❖ Informs the Board of Commissioners and Superintendent of audit activities such as: suspected fraud, abuse, or mismanagement.
- ❖ Ensures compliance with federal, state, and local Board policies and procedures as it pertains to financial and selected operational audits in local schools, departments, divisions, and sections within Memphis City Schools.
- ❖ Develops internal controls designed to help safeguard the assets of the Board of Education. Ensures that internal auditing controls and operational procedures in local schools and functional areas of the school system are in compliance with federal, state, and local Board rules, regulations, and policies.
- ❖ Ensures that recommendations for improvements accompanying student activity and functional audits are reviewed for their feasibility and cost-effectiveness prior to their implementation.

Memphis City Schools - Division of Internal Audits

Memphis, TN

Coordinator

2002 - 2005

- ❖ Developed and revisited or approved revisions of questionnaires, programs, and work papers. Reviewed and signed off on all audits performed by the staff auditors.
- ❖ Planned on a daily, weekly, or annual basis, depending on the type of audit and area in which the audit will be performed. Exercised judgment necessary to ascertain facts and make appropriate recommendations.
- ❖ Extended audits steps and procedures to eliminate situations or transactions that could cause fraud, misappropriation of funds, abuse, or illegal expenditures and acts. Supervised three senior auditors, two internal auditors, and one staff internal auditor. Supervised all audit work papers and reports on the performance of all functional audits to ensure that work is performed and recommendations are adequate, reasonable, and correct.

Memphis City Schools - Division of Internal Audits
Senior Internal Auditor

Memphis, TN
1989 - 2002

- ❖ Planned and conducted operational, financial, and compliance audits.
- ❖ Analyzed operations procedures and developed audit programs for the purpose of safeguarding against waste, fraud, and inefficiency.
- ❖ Promoted accuracy and reliability in accounting and operational data. Encouraged and measured compliance with Board policies and procedures, and judged the efficiency of operations in all divisions.
- ❖ Reviewed the audit work papers and discussed with the audit staff, principals, and directors accounting problems that may arise during the engagement.

James E. Powers, CPA
Associate

Memphis, TN
1995 - present

- ❖ Performs audit reviews and compilations for various businesses which includes corporations, profit and non-profit.
- ❖ Provides monthly write-ups and consultations to small businesses.
- ❖ Reviews and evaluates systems of internal control and makes applicable recommendations for efficiency and effectiveness of overall accounting operations.
- ❖ Prepares federal income tax returns for corporations, partnerships, and sole proprietors.

MEMBERSHIPS

- ❖ Institute of Internal Auditors, Inc.
- ❖ National Association of Black Accountants
- ❖ Kappa Alpha Psi Fraternity, Inc.
- ❖ Board of Directors, Tennessee Association of School Business Officials

REFERENCES

Available upon request.

Page 1

Board/Commission

Division of County Government

Name: DICK LEIKE Date of Birth: 11.4.42
 Business Name: CRYE-LEIKE INC
 Business Address: 6525 QUAIL HOLLOW Zip: 38120 Phone: 901-486-2070
 E-mail: DICKLEIKE@CRYE-LEIKE.COM Fax: 901-758-5639
 Business or Profession: REAL ESTATE BROKER
 Education: BBA MAJOR IN REAL ESTATE
 Name of Spouse: JO ANNE Number of Children: 2
 Home Address: 8643 POPLAR PARK Zip: 38138 Phone: 901-754-1758
 Resident of Shelby County 37 years.

List any affiliation or ownership interest you have in any business, corporation, or partnership, and if such business contracts with or sells products or services to Shelby County Government.

1. CRYE-LEIKE REALTORS NO 4. REALTY TITLE NO
 2. " " PROPERTY MANAGEMENT NO
 3. " " INSURANCE NO

List members of family, where employed, and whether or not their employer contracts with or sells products or services to Shelby County Government.

JO ANNE LEIKE - HOUSE WIFE NO
CARLTON GORMAN (HOUSE WIFE) NO
LAURA LEIKE (LISA'S LANDSCAPER) NO

Signature

Date

(For Office Use Only)

Attendance Record (if applicable)

No. of Meetings

No. Attend

No. Absent

Disposition:

Approval

Resolution

Item#

2/4/2008

Page 2

Board/Commission

NOTICE TO ALL PROSPECTIVE APPOINTEES TO SHELBY COUNTY BOARDS, AUTHORITIES OR COMMISSIONS

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Pursuant to the aforementioned Resolution you are hereby required to list all private country, social, athletic or professional clubs of which you belong.

- 1 CRESCENT CLUB, MEMPHIS BUSINESS
- 2 LAMBDA ALPHA, MEMPHIS BUSINESS
- 3 OLD WAVERLY, WEST POINT MS, SOCIAL
- 4
- 5
- 6
- 7
- 8

List below any of the aforementioned clubs of which you belong that do not have female members.

- 1
- 2
- 3
- 4

Page 3

List below any of the aforementioned clubs of which you belong that do not have minority group members (e.g., African American, Hispanic, Asian).

1 _____
2 _____
3 _____
4 _____

Do any of the aforementioned clubs of which you belong discriminate in selecting members based on race, sex, or religion?

Circle Below:

Yes No

NO TO MY KNOWLEDGE

Submitted:

DICK LEIKE
(Print Name)

Signature:



Date:

4/2/08

DICK LEIKE

President and Co-Owner, Crye-Leike

Co-founded Crye-Leike, Inc. in Memphis in 1977, which became the largest firm in Memphis within three years. Presently operating 92 corporate-owned offices and 33 franchise offices with over 3,942 sales associates.

Education - Professional Training:

Bachelor of Business Administration (BBA) in real estate, Georgia State University
 Graduate Realtors Institute (GRI)
 Certified Residential Specialist (CRS)
 Certified Real Estate Brokerage Manager (CRB)
 Certified Premier Properties Specialist (CPPS)
 Leadership Memphis, Class of 1992

Work Experience:

1977-present Managing Partner, Crye-Leike, Inc. (Memphis)
 1999-present Board of Directors, Magna Bank, Memphis TN
 Advisory Board, Germantown Methodist Hospital
 1978-present Director JM Burguleres Co., Franklin LA
 1988-1997 Director, Victory Bank
 1973-1976 The Sterling Company, Sales Associate
 1968-1973 General Manager, Omega Construction, Atlanta, Ga.
 1961-1968 Regional Manager, International Dairy Queen

Real Estate Related Work Experience:

2004 to present International Real Estate Federation Member
 1992-1993 President, Memphis Area Association of Realtors
 1987-1988 Member, Regional Advisory Council of Housing & Urban Development (HUD)
 1983-1984 Member, Board of Directors, Tennessee Association of Realtors
 1980-1983 Member, Board of Directors of Memphis Area Association of Realtors

Clubs, Organizations, Service Work:

2006 to present Regions Bank Advisory Board, Columbus, Ms
 2004 Director, Memphis Habitat for Humanity
 2003 to present Member, Board of Directors of Senior Services/Generations 1994-2001
 2003 Corporate Chairman, Walk to Cure Diabetes,
 Juvenile Diabetes Research Foundation
 1995 to present United Way *Alexis De Tocqueville Society
 1981 to present Youth Villages
 1989 to present Board of Governors, Crescent Club
 1995-1997 Member, Board of Directors of Memphis Chamber of Commerce
 1996 President, Germantown Charity Horse Show
 1983 President, Germantown Arts Association
 1978 President, Germantown Kiwanis Club

Awards:

2005 Columbus Air Force Base Honorary Commander
 2004 Corporate Honoree, American Heart Association's Heart Gala for outstanding commitment to the betterment of the community, West Memphis, Ark.
 2003 Chairman's Award, Carnival Memphis' Business & Industry Salute to Real Estate
 2002 Outstanding Leadership Award, Memphis Area Association of Realtors
 1974 Realtor-Associate of the Year, Memphis Area Association of Realtors
 Life Member, Multi-Million Dollar Club, Memphis Area Association of Realtors
 Recipient, National Multiple Sclerosis Dinner of Champions
 Kiwanis International Tablet of Honor
 1999 Marist School Distinguished Alumnus Award, Atlanta GA.

Personal: Married, two daughters, 1 grandson

Hobbies: Antique automobiles, boating and restoring an Antebellum home in Columbus, Miss.

Revised 10/03/07

Page 1

Board/Commission	Division of County Government
Name: William A. Gillon	Date of Birth: November 18, 1958
Business Name: Law Office of William A. Gillon	
7592 W Farmington Blvd #248	
Business Address: Germantown, TN	Zip: 38138 Phone: 901-624-0413
E-mail: bgillon@gillonlaw.com	Fax: 901-624-0419
Business or Profession: Attorney	
Education: J.D., Univ. of Georgia, 1983; B.A. Miss. State Univ., 1980	
Name of Spouse: Adrienne Pakis-Gillon	Number of Children: 2
2111 Prestwick Drive	
Home Address: Germantown, TN	Zip: 38139 Phone: 901-758-1410
Resident of Shelby County 16 years.	

List any affiliation or ownership interest you have in any business, corporation, or partnership, and if such business contracts with or sells products or services to Shelby County Government.

100% ownership in Law Office of Wm A Gillon - my firm has done some legal work for Agricenter International, but none directly for the County.

List members of family, where employed, and whether or not their employer contracts with or sells products or services to Shelby County Government.

Spouse, Adrienne Pakis-Gillon, Depouw Engineering (electrical engineering) Depouw Engineering has done construction work for County projects (schools, etc., as a subcontractor. Doug Gillon, IAH Games, Singapore (none). Martha Gillon - student at Dartmouth but has interned with County Mayor's office - summer 2007 & Christmas 2007.

William A. Gillon

Signature

2/5/2008

Date

(For Office Use Only)

Attendance Record (if applicable)

No. of Meetings _____ No. Attend _____ No. Absent _____

Disposition:

Approval _____ Resolution _____ Item# _____

2/4/2008

Page 2

Board/Commission

**NOTICE TO ALL PROSPECTIVE APPOINTEES TO SHELBY COUNTY BOARDS,
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Pursuant to the aforementioned Resolution you are hereby required to list all private country, social, athletic or professional clubs of which you belong.

- 1 American Agricultural Law Association
- 2 American Bar Association
- 3 Tennessee Bar Association; and Memphis Bar Association
- 4
- 5
- 6 Board of Directors, Agricenter International - not really a club.
- 7
- 8

List below any of the aforementioned clubs of which you belong that do not have female members.

- 1 N/A
- 2
- 3
- 4

Page 3

List below any of the aforementioned clubs of which you belong that do not have minority group members (e.g., African American, Hispanic, Asian).

1 _____ N/A
2 _____
3 _____
4 _____

Do any of the aforementioned clubs of which you belong discriminate in selecting members based on race, sex, or religion?

Circle Below:

Yes No

Submitted: _____ William A Gillon
(Print Name)

Signature: _____ *William A. Gillon*

Date: _____ February 5, 2008

WILLIAM A. GILLON

Phone: 901-624-0413
Mobile: 901-569-7304

E-Mail: bgillon@gillonlaw.com

Summary: Attorney with over 20 years experience in agriculture, international trade, technology, non-profit associations and general corporate law. Expertise working with the executive and legislative branches of government.

SELECTED ACCOMPLISHMENTS

- **Represented** U.S. cotton industry in ground-breaking dispute settlement action within the World Trade Organization.
- **Managed** defense of Cotton Research and Promotion Act in response to challenges filed with the U.S. Department of Agriculture and filed in the U.S. Court of International Trade.
- **Merged** experience working with non-profit organizations and technology-driven companies into establishment of non-profit foundation designed to enhance the commercialization of technology-based businesses in the Mid-South region.
- **Argued international trade cases** before the International Trade Commission and the U.S. Department of Commerce.
- **Successfully defended** the cotton industry against Brazilian countervailing duty case and helped direct an approach to challenges against biotechnology in agriculture.
- **Written laws**, implemented federal programs, helped manage national trade association and negotiated with U.S. officials, as well as officials of foreign governments.
- **Worked** with federal cabinet secretaries, United States Senators and Representatives, and CEOs of major businesses.

PROFESSIONAL EXPERIENCE

Law Office of William A. Gillon, March 2005

- Represent clients in various areas of law including agriculture, international trade, non-profit associations, federal election law, technology, and corporate matters.

Butler, Snow, O'Mara, Stevens & Cannada PLLC, November 2001 to February 2005;
Of Counsel, March 2005 to present.

Accomplishments

- **Lead private counsel** in defense of U.S. cotton program against ground-breaking legal challenge within the World Trade Organization.
- **Represented** clients in trade remedy cases before the International Trade Commission and the U.S. Department of Commerce.
- **Developed** arguments presented to Department of Commerce leading to first-ever acceptance of "threat" based trade-remedy petitions under specialized safeguard authority.
- **Represented** U.S. cotton industry in trade dispute with People's Republic of China.
- **Managed** defense of cotton research and promotion program in challenges before the U.S. Court of International Trade and the U.S. Department of Agriculture.
- **Outside counsel** and international trade counsel to major agricultural trade association.

- **Helped establish** non-profit foundation designed to enhance the commercialization of technology-based businesses in the Mid-South region.
- **Member of Subcommittee** of the Tennessee Governor's Task Force on Biotechnology and a primary writer and editor of the final Report.

National Cotton Council of America, October 1991 to November 2001

- General Counsel and Director of Trade Policy, October 2000 to November 2001;
- General Counsel and Assistant to the Executive Vice President, March 1997 to October 2000;
- General Counsel, October 1991 to March 1997.

Accomplishments

- **Developed and presented** the cotton industry's position on trade negotiations with the People's Republic of China.
- **Represented** Council in litigation matters, usually as *amicus* in environmental litigation.
- **Represented** Council membership in negotiations with federal agencies, Congress, and the private sector on issues, including federal programs, international trade, intellectual property, electronic commerce, environmental regulations and other regulatory requirements.
- **Developed** legislation and implementation strategy for implementation of electronic warehouse receipts in cotton industry.
- **Led** efforts to improve regulations affecting the U.S. cotton industry. These projects ranged from obtaining increased flexibility in the domestic cotton program to reversing regulatory decisions and saving \$50,000 per year per unit.
- **Represented** Nat'l Cotton Council during the conclusion of the Uruguay Round negotiations and participated in negotiations on the Agreement on Textiles and Clothing.
- **Active participant** in the North American Free Trade (NAFTA) negotiations and other FTA negotiations and serve as a member of the Agricultural Technical Advisory Committee for Cotton, Oilseeds and Tobacco and an official adviser to the Doha Round of WTO negotiations.
- **Named** Director of Trade Policy of Nat'l Cotton Council and coordinated policy campaigns from start to finish; played a major role in many policy efforts.
- **Worked** closely with the Council Board of Directors. Helped achieve objectives and secure membership base - over **72%** of those entities eligible to join the NCC are members.
- **Conceptualized and implemented** a strategic plan that resulted in Congress providing special economic assistance in 1998 and 1999, with a total value of well over **\$1 billion**, to help offset debilitating economic conditions in the U.S. cotton industry.

Committee on Agriculture, Nutrition, and Forestry, United States Senate, Senior Counsel, March 1987 to October 1991.

Accomplishments

- **Official congressional advisor** to the Uruguay Round of Multilateral Trade Negotiations under the General Agreement on Tariffs and Trade from 1988 until 1991.

- **Developed and wrote** 17 titles of the Food, Agriculture, Conservation and Trade Act of 1990, covering domestic farm programs, international agricultural trade and food aid, conservation, agricultural research, organic farming, and other issues.
- **Spearheaded** revision of agricultural trade laws and international food assistance programs.
- **Involved** in developing and writing the Disaster Assistance acts of 1988 and 1989; Omnibus Budget Reconciliation Acts of 1987, 1989; Omnibus Trade Act of 1988; and other legislation.

Office of the General Counsel, United States Department of Agriculture, Attorney,
August 1983 to March 1987.

Accomplishments

- **Achieved** consensus on new, far-reaching conservation initiatives between several agencies within the Department of Agriculture, Environmental Protection Agency, Office of Management and Budget, Fish and Wildlife Service, and environmental and agricultural organizations, meeting all statutory deadlines.
- **Negotiated** multi-million dollar claim made by two large agricultural exporters against the U.S. Department of Agriculture.

EDUCATION

Juris Doctor, *magna cum laude*. 1983

University of Georgia School of Law.

- Member, *Order of the Coif*; Notes Editor 1982-83 Ga. Journal of International & Comparative Law; Author, "*Extraterritorial Criminal Jurisdiction under the Proposed Federal Criminal Codes*," 12 Ga. J. Int'l & Comp. L. 305 (1982).

B.A. in Political Science, *summa cum laude* 1980

Mississippi State University

- Recipient of academic scholarship; Participated in and help found Pre-Law Society; Distinguished Jurist Award; International Studies Student Association; Mississippi Model Security Council; Member Pi Sigma Alpha.

ACTIVITIES AND AWARDS

- 2005 Outstanding Alumnus, College of Arts and Sciences, Mississippi State University
- Chairman, Advisory Committee to the Dean of the College of Arts & Sciences, Mississippi State University, 2007 to present.
- Member, Search Committee for Mississippi State University Dean of the College of Arts & Sciences, 2008
- Board of Directors, Agricenter International, Memphis, Tennessee, 2005 to present.
- Member, State Bar of Tennessee, 1992; State Bar of Georgia, 1983. Admitted before the U.S. Court of International Trade.
- Member, *Agricultural Technical Advisory Committee for Cotton, Oilseeds, Tobacco and Planting Seeds*, U.S. Department of Agriculture, 1994 to present.
- Member, *Tennessee Governor's Task Force on Biotechnology, Subcommittee on Regionalism*, 2001-02
- Member, American Agricultural Law Association; *American Bar Association*; *ABA Section of International Law & Practice*; Membership Committee, Legal Section, *American Association of Society Executives*, (2000-2001).

- Presenter: "*Application of U.S. Textile Safeguards*," Symposium Concerning China's Emergence in International Trade, Organized by the Dean Rusk Center, University of Georgia School of Law, February 2005.
- Panel Member, Agriculture and the WTO, Subsidies in the Cross Hairs, Symposium Organized by the Dean Rusk Center, University of Georgia School of Law, November 2004 (proceedings published -- Occasional Papers, Dean Rusk Center, University of Georgia School of Law, Number 4: "*Agriculture and the WTO: Subsidies in the Cross Hairs*.")
- Speaking engagements in recent years also include: AgriBusiness Forum, Arkansas State University; Farm Credit Council Annual Meeting; *Dean Rusk Center for International and Comparative Law*, University of Georgia; National Cotton Council Annual Meeting; NCC Board Meeting; Mississippi Agricultural Economics Association; American Agricultural Law Association; Delta Agricultural Exposition; Grain Sorghum Association; American Farm Bureau strategic planning committee; United Fresh Fruit and Vegetable Association; Commodity Roundtable; and presentations for Congressional staff in the U.S. Senate and U.S. House of Representatives.
- Conducted continuing legal education seminar on International Legal Transactions for National Business Institute, Memphis, Tennessee, November 3, 2003.
- Conducted seminars on new Federal farm programs in several locations across southern United States (1996) and on new interpretations of farm program requirements in 1992; Panel member in seminar conducted by satellite concerning several titles of the 1990 farm act (1991); Panel member in seminar on U.S. Congressional process in Bangkok, Thailand (1988).
- Represented U.S. government during official trips to several foreign countries, including Poland, China, Philippines, Australia, New Zealand, and Western Europe.

PUBLICATIONS

The Panel Report in the U.S.-Brazil Cotton Dispute: WTO Subsidy Rules Confront U.S. Agriculture, 10 Drake Journal of Agricultural Law 7 (2005).

Cancun Talks Marked By Differences in Perspectives, September 19, 2003, Delta Farm Press;
The World Trade Organization is Not So Far Away, September 5, 2003, Delta Farm Press;
Electronic Warehouse Receipts – The United States Warehouse Act is Revised for the Electronic Age, April 13, 2001, Delta Farm Press.

Overview of Modalities Text, American Agricultural Law Association Newsletter, August 2003.

Several articles in the Delta Business Journal as follows: *IRS 1099s and Marketing Loan Gains*; *Trade Adjustment Assistance Needs Adjusting*; *The Role of China in the U.S. Cotton Market*; *Contract Protection Acts, Dangerous Placebos*; *The Future of Agricultural Policy – Washington or Geneva?*; *Veterinarians and Homeland Security*; *The Pippin Rule*; *Resolve to be Informed*.

Two articles in Cotton Farming Magazine in 2004 concerning the Brazil / U.S. Cotton Dispute in the World Trade Organization.

CONTACT INFORMATION

Work:

7592 West Farmington Boulevard
#248
Germantown, TN 38138
Ph: 901-624-0413

Home:

2111 Prestwick Drive
Germantown, TN 38139
Ph: 901-758-1410
Mobile: 901-569-7304

Fax: 901-624-0419

Mobile: 901-569-7304

Email: bgillon@gillonlaw.com

Email: abgillon@earthlink.net

William A. Gillon - Biography

William A. ("Bill") Gillon opened the Law Office of William A. Gillon in March 2005. Among other clients, Bill represents the National Cotton Council of America where he served as General Counsel and Director of Trade Policy from 1991 to 2001. Bill joined the Council after working first for the U.S. Department of Agriculture and then the Committee on Agriculture, Nutrition and Forestry of the U.S. Senate, where he served as its Senior Counsel. Throughout his career, Bill has been heavily involved in agriculture, international trade, conservation and environmental issues.

He has represented the United States in negotiations with foreign countries, serving as an official Congressional Advisor to the Uruguay Round of Multilateral Trade Negotiations under the General Agreement on Tariffs and Trade from 1988 until 1991, and later serving as a member of the Agricultural Technical Advisory Committee for Cotton, Oilseeds and Tobacco and an official adviser to the Doha Round of World Trade Organization negotiations.

Bill has represented clients seeking relief from imports under section 421(b) of the Trade Act of 1974, the special safeguard provisions contained in the U.S. – China WTO accession agreement, and U.S. antidumping law. His work with the National Cotton Council has included acting as lead private counsel in a Brazil – U.S. WTO cotton dispute, successfully defending the cotton industry against a Brazilian countervailing duty case, helping direct an approach to challenges against genetically enhanced commodities, and representing the association membership in negotiations with federal agencies, Congress, and the private sector with respect to federal programs, international trade, intellectual property, electronic commerce, environmental regulations and other regulatory requirements.

While in Washington, DC, Bill wrote significant pieces of agriculture, agricultural trade and conservation legislation as well as regulations implementing important conservation and agriculture programs.

Bill received his law degree from the University of Georgia, JD '83, *magna cum laude*, and his undergraduate degree from Mississippi State University, BA '80, *summa cum laude*. He is a member of the Order of the Coif. He was named the 2005 Alumnus of the Year for the Mississippi State College of Arts and Sciences. He is a member of the Tennessee and Georgia bars and is admitted before the U.S. Court of International Trade. He and his wife Adrienne have two children and reside in Germantown, TN.

ITEM NO: _____

PREPARED BY: Fred E. Jones, Jr.

APPROVED BY: Fred E. Jones, Jr.

A resolution to appoint a Judicial Commissioner and set the term of the appointment. Sponsored by Commissioner Joe Ford.

WHEREAS, Authority is granted pursuant to public chapter number 984 of the Public Acts of 1998 and T.C.A. §40-1-111 as amended for the appointment by the Chief Legislative body of one or more Judicial Commissioners and grants them authority to establish terms for Judicial Commissioners that are appointed; and

WHEREAS, Shelby County Criminal Court is owed approximately \$250,000,000.00 in fines and costs, much of which is delinquent and that Shelby County General Sessions Criminal Court is owed approximately \$167,000,000.00 in outstanding fines and costs; and

WHEREAS, it is the intent of the Board of Shelby County Commissioners to appoint a Judicial Commissioner pursuant to T.C.A. §40-1-111 as amended whose sole responsibility will be to hear cases relating to unpaid fines, fees, levies, court costs, and other monies owed to the General Sessions Court of Shelby County; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That a new Judicial Commissioner position shall be created for the sole purpose of collecting unpaid fines, fees, levies, court costs and other monies owed to the General Sessions Court of Shelby County Tennessee.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED: _____

Item #: _____

Prepared by: Steve Summerall

Approved by: _____

RESOLUTION APPROVING THE SHELBY COUNTY BOARD OF
EDUCATION OPERATING BUDGET FOR FISCAL YEAR 2009 AS
ADOPTED BY THE SHELBY COUNTY BOARD OF EDUCATION.
SPONSORED BY CHAIRMAN DAVID LILLARD.

WHEREAS, The 2008/2009 Operating Budget of the Shelby County Board of Education was adopted as amended on June 12, 2008 and submitted to the Shelby Board of County Commissioners for approval; and

WHEREAS, The Operating Budget of the Shelby County Board of Education for Fiscal Year 2008/2009 has been reviewed by the Education Committee of the Shelby County Board of Commissioners on July 2, 2008.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the Operating Budget of the Shelby County Board of Education, as summarized in the School Funds Appropriation Resolution for Fiscal Year 2008/2009, attached hereto and incorporated herein as Exhibit A is approved.

BE IT FURTHER RESOLVED, That a copy of this resolution and the attached Exhibit A is to be placed on file and incorporated into the Minutes of this meeting of the Shelby County Board of Commissioners.

A C Wharton, Jr., County Mayor

Date: _____

ATTEST

Clerk of County Commission

ADOPTED: _____

**Shelby County Schools
2008-09**

	General Purpose *	Federal Projects	Central Cafeteria
REGULAR INSTRUCTION PROGRAM	183,497,140	1,715,048	
ALTERNATIVE EDUCATION	1,619,821	135,595	
SPECIAL EDUCATION PROGRAM	31,694,849	13,641,104	
VOCATIONAL EDUCATION PROGRAM	6,202,371	425,382	
ATTENDANCE	790,707		
HEALTH SERVICES	996,643		
OTHER STUDENT SUPPORT	8,774,463		
SUPPORT: REG. INSTRUCTION	7,372,429	2,956,371	
SUPPORT: ALTERNATIVE EDUCATION	1,035,525		
SUPPORT: SPEC. EDUCATION	9,727,546		
SUPPORT: TECH. EDUCATION	167,968		
BOARD OF ED. SERVICES	11,503,777		
OFFICE OF SUPERINTENDENT	878,512		
OFFICE OF PRINCIPAL	25,603,076		
FISCAL SERVICES	2,516,068		
HUMAN RESOURCES	1,761,062		
OPERATION OF PLANT	20,855,634		
MAINTENANCE OF PLANT	7,453,777		
TRANSPORTATION	10,211,944	2,720,952	
CENTRAL AND OTHER	16,979,052		15,918,125
FOOD SERVICE			
REGULAR CAPITAL OUTLAY	4,169,000		
TOTALS BY FUNDS	353,811,363	21,594,452	15,918,125

* General Fund Budget was amended and approved by Shelby County Board of Education on 6/12/08.

**INTERAGENCY COOPERATION CONTRACT FOR THE TRANSFER OF
MISSISSIPPI RIVER GREENBELT PARK
BY THE COUNTY OF SHELBY TO THE CITY OF MEMPHIS**

THIS AGREEMENT RELATING TO THE TRANSFER OF MISSISSIPPI RIVER GREENBELT PARK BY THE COUNTY OF SHELBY TO THE CITY OF MEMPHIS (the "Agreement"), dated the _____ day of _____, 200__, by and between Shelby County, Tennessee, a Political Subdivision of the State of Tennessee (the "County"), Shelby County, Tennessee, a Political Subdivision of the State of Tennessee, for the use and benefit of the Shelby County Conservation Board (the "Board") and the City of Memphis, Tennessee, a Municipal Corporation of the State of Tennessee (the "City").

WHEREAS, Between 1971 and 1979, an assembled tract of land totaling 208.85 acres, located along the east and west sides of Island Drive and along the north side of Mud Island Drive on Mud Island, was jointly acquired by the City, the County, and the Board by various Deeds of record, upon which tract of land Mississippi River Greenbelt Park has subsequently been constructed, developed, operated and maintained; and

WHEREAS, The City and the Board jointly acquired 198.95 acres of the said 208.85 acres by Deeds of record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Numbers K2 0827, G5 9999, G8 2545, G2 9837, R2 4034 and G8 1901 and further described as Tax Parcel Nos. 069077 00034, 069077 00010Z, 069077 00025, 069077 00024, 069077 00009Z, 069077 00021, 001001 00004Z, 001001 00014, 001001 00008Z, 001001 00010, 001001 00009Z and 001001 00016; and

WHEREAS, The City and the County jointly acquired 9.90 acres of the said 208.85 acres by Deeds of record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Numbers K7 9676 and J9 7330 and further described as Tax Parcel Nos. 069077 00014, 069077 00027 and 069077 00011Z; and

WHEREAS, Part of the funds required to purchase this assembled tract of land and construct Mississippi River Greenbelt Park improvements may have been secured through state and/or federal grants which, in that event, obligates the City, the County and the Board to certain perpetual duties, responsibilities and liabilities associated with the construction, development, operation, maintenance and continued use of Mississippi River Greenbelt Park for public outdoor recreational purposes; and

WHEREAS, The County and the Board, due to budgetary constraints, are desirous of decreasing their ongoing expense of developing, equipping, operating and maintaining a county-wide park system by transferring the ownership of all existing County owned parks, located within each municipality and its annexation reserve areas, along with all obligations, duties, responsibilities and liabilities associated therewith, to the respective municipal government for its continued development, equipment, operation, maintenance and use of the parks for public outdoor recreational purposes; and

WHEREAS, The City is agreeable to take over the full ownership, operation, maintenance, and future development of Mississippi River Greenbelt Park (including the land, existing park improvements, equipment and inventory thereon) (the "Property"), along with all of the obligations, duties, responsibilities and liabilities associated therewith; and

WHEREAS, Because the general public would best be served having all of its local parks under direct ownership by the municipal government having jurisdiction of the areas within which the parks are located, it is deemed to be in the County's and the Board's best interest to transfer their joint interest in the above described Property to the City under certain terms and conditions.

NOW THEREFORE, For and in consideration of the above stated purposes, as the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The County and the Board hereby agree to convey, grant, transfer and confirm unto the City by Quit Claim Deed and Bill of Sale, the above referenced land commonly known as Mississippi River Greenbelt Park, including therewith all existing park improvements, equipment and inventory thereon, in their existing condition, **AS IS, WHERE IS and WITH ALL FAULTS.** The County agrees to release the City, its officers, agents and employees from any claim, cost, loss, liability, damage, expense, demand and cause of action arising from or related to any preexisting environmental conditions of the Property to the extent permitted by the laws of the State of Tennessee. The City hereby accepts the Property accordingly. The County and the Board herein or otherwise make no warranties or representations expressed or implied, or arising by operation of law whatsoever in respect to the Property, including, but not limited to, any warranty or condition of habitability, merchantability, tenability or fitness for a particular purpose. Furthermore, the City, to the extent legally permitted, or anyone claiming by, through or under the City, hereby fully releases the County and the Board, its officers, agents and employees from any claim, cost, loss, liability, damage, expense, demand and cause of action arising from or related to any construction, building or installation defects, errors, omissions, or other conditions affecting the Property.

2. The City, at Closing (as between the City, the County and the Board) shall become liable, obligated and responsible for and shall otherwise pay for the maintenance, repair, operation, administration, development and all other economic burdens of, pertaining to and associated with the Property arising as of and subsequent to the Closing date, including but not limited to any and all obligations of the County and the Board relating thereto as mandated by the State of Tennessee or Federal Government or any agency thereunder and all suits, claims, actions and damages, arising out of or due to any act, failure to act, occurrence or omission of the City, its officers, agents or employees. In conjunction with the transfer of the Property and said obligations, duties, responsibilities and liabilities associated hereunder, the City agrees to execute upon request any Transfer of Jurisdiction documents mandated by the State of Tennessee or Federal Government to formally effect the transfer of the same.

3. Utilities and other customarily prorated expenses and any contracts or agreements for services to the Property to be transferred to and assumed by the City, to the extent paid for by the County or the Board, or required to be paid for by the County or the Board for a period after Closing, shall be prorated as of the Closing date. Other expenses relating to the Property up to the Closing date and all periods prior thereto including those required by any contract or agreement for any services to the Property and those incurred or ordered by the County or the Board or their agents which are not to be transferred and assumed by the City, including, but not limited to administrative expenses of the County or the Board shall be paid for by the County or the Board, and the City shall not be liable therefore. The County or the Board shall not assign to the City and the City shall not be entitled to any deposits held by any utility company or other company servicing the Property; but rather such deposits shall be returned to the County or the Board, and the City shall arrange and bear all responsibility to arrange with all companies to have accounts styled in the City's name beginning on the Closing date.

4. The Closing of the transfer of the Property shall occur on the date and at the time the Quit Claim Deed and Bill of Sale are conveyed to the City.

5. The Property shall continue to be used as a public park open and available to all citizens of Shelby County on a basis generally equal to the citizens of the City. For purposes of this statement, the parties understand and acknowledge that there may be occasions and circumstances whereby citizens residing outside of the City are charged user fees over and above the user fees, if any, charged to the citizens of the City. The County and Board agree that such user fees may be charged to citizens residing outside of the City so long as said fees are fair and reasonable.

6. The Property shall continue to be owned by the City so long it is utilized as a public park. If the Property ever ceases to be a public park, the Property shall revert back to the County.

7. The City agrees to maintain the Property throughout its development in a neat, clean and orderly manner in accordance with state and local park maintenance standards.

8. The County or the Board may record this Agreement with the Office of the Shelby County Register if it deems same to be appropriate. The terms, conditions and covenants made herein shall survive the Closing, shall be a covenant running with the Property and shall be binding upon the City, its successors, and assigns.

9. This Agreement shall be deemed drafted by both parties equally.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first written above.

CITY OF MEMPHIS, TENNESSEE

By: 

Dr. Willie W. Herenton, City Mayor

Approved as to Form:

By: 

City Attorney

Other City Approvals:

By: 

Director of General Services

By: 

Director of Park Services

By: 

City Real Estate Manager

SHELBY COUNTY, TENNESSEE

By: _____

A C Wharton, Jr., County Mayor

**SHELBY COUNTY, TENNESSEE,
FOR THE USE AND BENEFIT OF
THE SHELBY COUNTY
CONSERVATION BOARD**

By: 

John F. McCormick, Chairman
Shelby County Conservation Board

Approved as to Form:

By: 

Assistant County Attorney

Other County Approvals:

By: 

Conservation Board Director

By: 

County Real Estate Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **JOHN F. McCORMICK**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Chairman of the Shelby County Conservation Board**, the within named bargainor, and that he as such **Chairman**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **Shelby County Conservation Board** by himself as such **Chairman**.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this 19th
day of September, 2007.


Notary Public

MY COMMISSION EXPIRES:



STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR., Mayor of Shelby County, Tennessee**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of Shelby County, Tennessee**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such **Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **Shelby County, Tennessee**, by himself as such **Mayor** of said **Shelby County, Tennessee**.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this ____
day of _____, 200__.

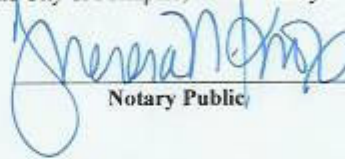
Notary Public

MY COMMISSION EXPIRES:

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **Dr. Willie W. Herenton, Mayor of the City of Memphis**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the City of Memphis**, the within named bargainor, one of the municipal corporations of the State of Tennessee, and that he as such **Mayor** of said city, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **City of Memphis** by himself as such **Mayor** of said municipal corporation.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this 30
day of May, 2008.


Notary Public

MY COMMISSION EXPIRES:

MY COMMISSION EXPIRES:
February 1, 2012



SUMMARY SHEET

I. Description of Item

A Resolution Approving the transfer of the County's joint ownership rights in and to the Mississippi River Greenbelt Park, totaling 208.85 acres of land upon which it is situated, jointly purchased between 1971 and 1979 by the City of Memphis, the County of Shelby, and the County of Shelby, for the use and benefit of the Shelby County Conservation Board, by various Deeds of record, to the City of Memphis, without monetary consideration, for its continued development, operation and maintenance for public outdoor recreational purposes; this park has been operated and maintained to-date by the City of Memphis, during which time the City of Memphis has invested substantial funds in the improvements thereon.

II. Source and Amount of Funding

- A. Amount Expended/Budget Line Item
NONE
- B. All Costs (Direct/Indirect)
NONE
- C. Additional or Subsequent Obligations or Expenses of Shelby County
NONE

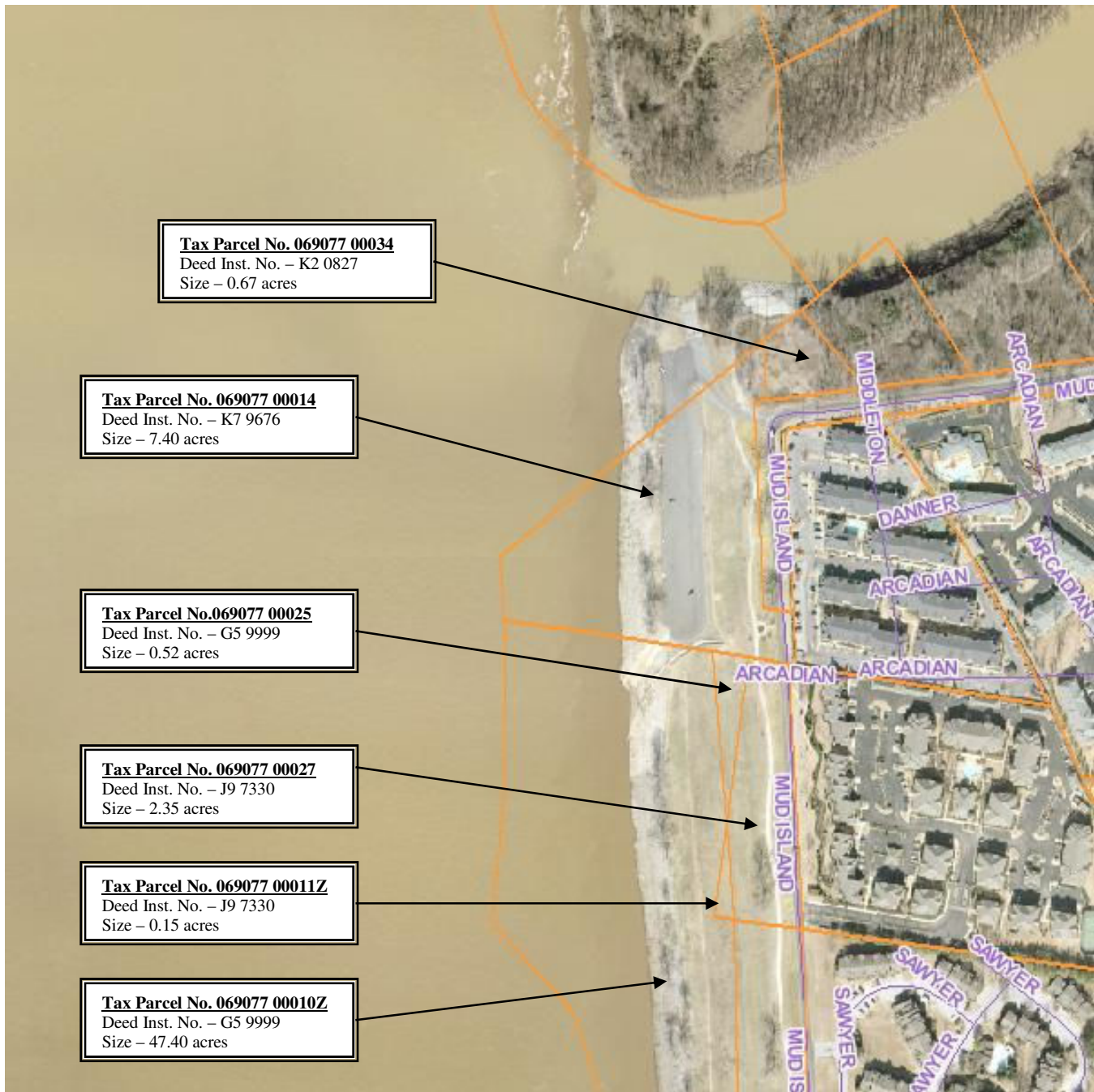
III. Contract Items

Interagency Cooperation Contract

IV. Additional Information Relevant to Approval of the Item

The Shelby County Conservation Board reviewed this matter and afterwards, approved a motion during its regularly scheduled meetings on June 27, 2007 and July 18, 2007 recommending the transfer of the Mississippi River Greenbelt Park to the City of Memphis, without monetary consideration, under the provisions contained in the attached Interagency Cooperation Contract which require the City of Memphis to continue the use of these properties as a public park and to assume all grant obligations, if any, associated therewith.

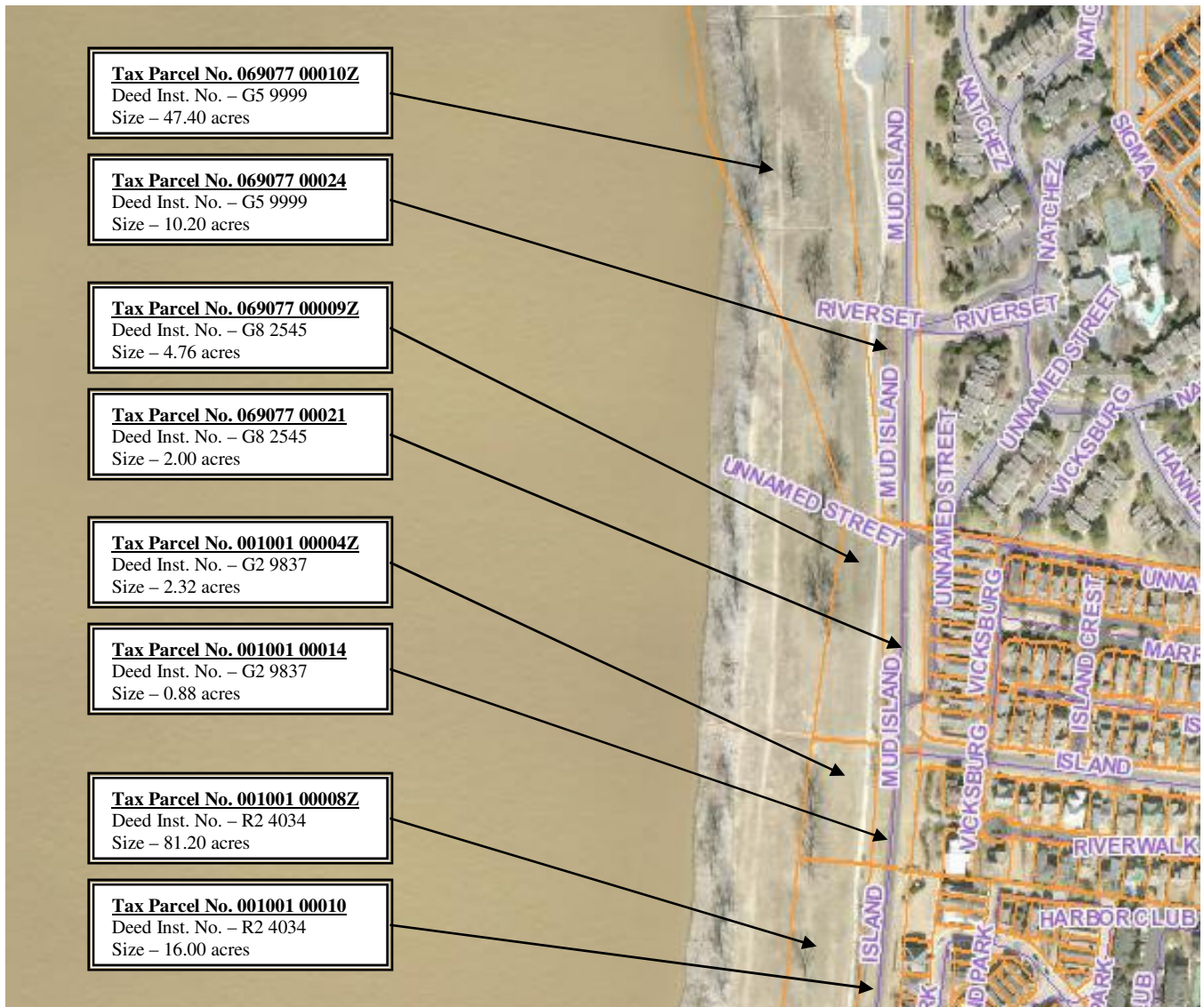
MISSISSIPPI RIVER GREENBELT PARK



MISSISSIPPI RIVER GREENBELT PARK



MISSISSIPPI RIVER GREENBELT PARK



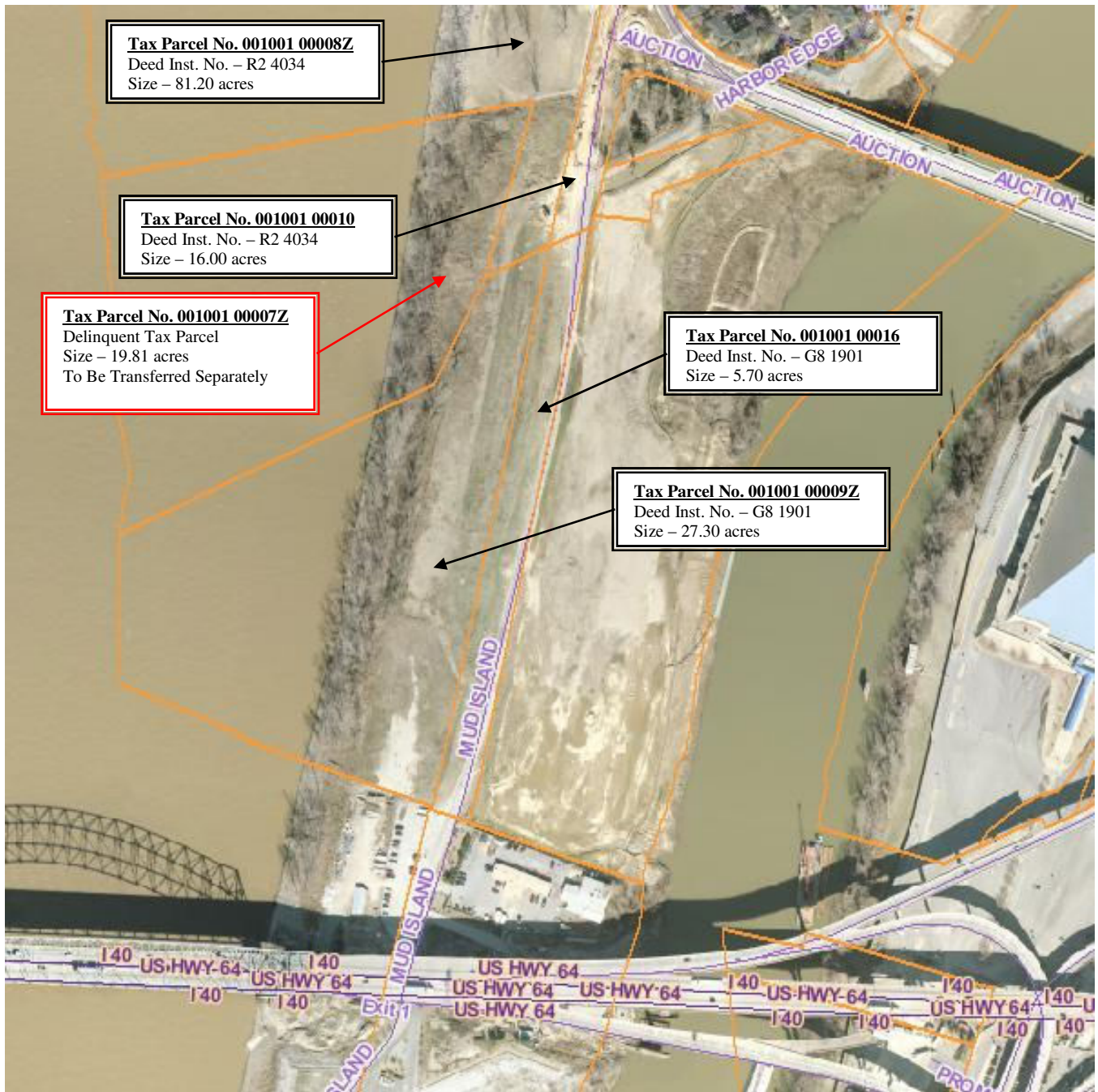
MISSISSIPPI RIVER GREENBELT PARK



MISSISSIPPI RIVER GREENBELT PARK



MISSISSIPPI RIVER GREENBELT PARK



ITEM # _____

Prepared by: Bill Goss

Approved by: Christy L. Kinard
Assistant County

Attorney

RESOLUTION TO APPROVE THE TRANSFER OF THE COUNTY'S JOINT OWNERSHIP RIGHTS IN AND TO THE MISSISSIPPI RIVER GREENBELT PARK, INCLUDING ALL EXISTING PARK IMPROVEMENTS, EQUIPMENT AND INVENTORY THEREON, TOGETHER WITH A TOTAL OF 208.85 ACRES OF LAND UPON WHICH IT IS SITUATED, LOCATED ALONG THE EAST AND WEST SIDES OF ISLAND DRIVE AND ALONG THE NORTH SIDE OF MUD ISLAND DRIVE ON MUD ISLAND IN THE CITY OF MEMPHIS, TO THE CITY OF MEMPHIS, WITHOUT MONETARY CONSIDERATION, FOR ITS CONTINUED DEVELOPMENT, OPERATION AND MAINTENANCE FOR PUBLIC OUTDOOR RECREATIONAL PURPOSES.

Sponsored by: Commissioner Mike Carpenter

WHEREAS, Shelby County Government and the Shelby County Conservation Board, due to budgetary constraints, are desirous of decreasing their ongoing expense of developing, operating and maintaining a county-wide park system by transferring the ownership of all existing County owned parks, located within each municipality and its annexation reserve areas, along with all obligations, duties, responsibilities and liabilities associated therewith, to the respective municipal government for its continued development, operation, maintenance and use of the parks for public outdoor recreational purposes; and

WHEREAS, Between 1971 and 1979, an assembled tract of land totaling 208.85 acres, located along the east and west sides of Island Drive and along the north side of Mud Island Drive on Mud Island, was jointly acquired by the City of Memphis and the County of Shelby, for the use and benefit of the Shelby County Conservation Board, by various Deeds of record, upon which tract of land Mississippi River Greenbelt Park has subsequently been constructed, developed, operated and maintained; and

WHEREAS, The City of Memphis and the County of Shelby, for the use and benefit of the Shelby County Conservation Board, jointly acquired 198.95 acres of the said 208.85 acres by Deeds of record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Numbers K2 0827, G5 9999, G8 2545, G2 9837, R2 4034 and G8 1901 and further described as Tax Parcel Nos. 069077 00034, 069077 00010Z, 069077 00025, 069077 00024, 069077 00009Z, 069077 00021, 001001 00004Z, 001001 00014, 001001 00008Z, 001001 00010, 001001 00009Z and 001001 00016; and

WHEREAS, The City of Memphis and the County of Shelby jointly acquired 9.90 acres of the said 208.85 acres by Deeds of record as described in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Numbers K7 9676 and J9 7330 and further described as Tax Parcel Nos. 069077 00014, 069077 00027 and 069077 00011Z; and

WHEREAS, The City of Memphis is agreeable to taking over the full ownership, operation, maintenance, and future development of Mississippi River Greenbelt Park, including the hereinabove described land and all existing park improvements, equipment and inventory thereon, along with all of the obligations, duties, responsibilities and liabilities associated therewith; and

WHEREAS, The Shelby County Conservation Board reviewed this matter and afterwards, approved a motion during its regularly scheduled meetings on June 27, 2007 and July 18, 2007 recommending the transfer of its joint ownership rights in and to the Mississippi River Greenbelt Park, including the hereinabove described land and all existing park improvements, equipment and inventory thereon, together with a total of 208.85 acres of land upon which it is situated to the City of Memphis, without monetary consideration, under certain terms and conditions contained in the attached Interagency Cooperation Contract, which is hereby incorporated herein by reference; and

WHEREAS, The general public would best be served having all of its local parks under direct ownership by the municipal government having jurisdiction of the areas within which the parks are located, and, therefore, it is deemed to be in the best interest of Shelby County and the Shelby County Conservation Board to transfer the ownership, operation, maintenance, and future development of the Mississippi River Greenbelt Park, including the hereinabove described land and all existing park improvements, equipment, and inventory thereon, along with all of the obligations, duties, responsibilities and liabilities associated therewith to the City of Memphis, without monetary consideration, under the terms and conditions contained in the attached Interagency Cooperation Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the transfer of the County's joint ownership rights in and to the Mississippi River Greenbelt Park, including the hereinabove described land and all existing park improvements, equipment, and inventory thereon, along with all of the obligations, duties, responsibilities and liabilities associated therewith, to the City of Memphis, without monetary consideration, under the terms and conditions contained in the attached Interagency Cooperation Contract, be and the same is hereby approved.

BE IT FURTHER RESOLVED, That the County Mayor be and is hereby authorized to execute the attached Interagency Cooperation Contract and any other documents, including, but not limited to, a Quit Claim Deed and Bill of Sale, necessary to effect the transfer of ownership, operation, maintenance, and future development of the Mississippi River Greenbelt Park, including the hereinabove described land and all existing park improvements, equipment, and inventory thereon, along with all of the obligations, duties, responsibilities and liabilities associated therewith to the City of Memphis for public outdoor recreational purposes.

A C Wharton, Jr.
County Mayor

Date: _____

ATTEST:

Clerk of County Commission

ADOPTED _____

QUIT CLAIM DEED

THIS INDENTURE, made and entered into this ____ day of _____, 2008, by and between **Shelby County, Tennessee, a Political Subdivision of the State of Tennessee**, (hereinafter referred to as "**Grantor**"), and the **City of Memphis, a Municipal Corporation of the State of Tennessee**, (hereinafter referred to as "**Grantee**").

WITNESSETH: That for and in consideration of TEN AND NO/100 DOLLARS (\$ 10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **Grantor** has this day bargained and sold and does hereby bargain, sell, remise, release, convey and forever quitclaim unto **Grantee**, its successors and assigns, all of its right, title and interest in and to the following described real estate, situated and being in the City of Memphis, County of Shelby, State of Tennessee, to-wit:

A tract of land known as the Mississippi River Greenbelt Park containing 208.85 acres, more or less.

Being all of the same property conveyed to the Grantor and described by Deeds of Record in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Numbers K2 0827, G5 9999, G8 2545, G2 9837, R2 4034, G8 1901, K7 9676, and J9 7330; and further described as Tax Parcel Nos. 069077 00034, 069077 00010Z, 069077 00025, 069077 00024, 069077 00009Z, 069077 00021, 001001 00004Z, 001001 00014, 001001 00008Z, 001001 00010, 001001 00009Z, 001001 00016, , 069077 00014, 069077 00027 and 069077 00011Z.

The property hereby conveyed is graphically shown on Exhibit "A", attached hereto and incorporated herein by reference.

EASEMENT RESERVATIONS

The hereinabove described 208.85 acre tract of land is being conveyed subject to any and all easements of record and easements for any existing utility, storm drain and sanitary sewer facilities.

REVERSIONARY CLAUSE

Should the hereinabove described 208.85 acre tract of land subsequently cease to be utilized as a public park, then and in that event, this conveyance shall automatically become void and the rights, title and interest conveyed revert back to Shelby County, Tennessee, a Political Subdivision of the State of Tennessee, or its lawful successor.

This being the same Quit Claim Deed conveyed pursuant to and subject to the certain INTERAGENCY COOPERATION CONTRACT FOR THE TRANSFER OF MISSISSIPPI RIVER GREENBELT PARK BY THE COUNTY OF SHELBY TO THE CITY OF MEMPHIS recorded in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Number _____.

This conveyance is subject to acceptance by **Grantee**, which acceptance being expressly acknowledged herein by the approval of the proper City Officials as evidenced by their signatures hereinbelow.

IN WITNESS WHEREOF, the undersigned **Grantor** has caused this instrument to be executed by the affixing thereto of the signature of the Mayor of Shelby County, Tennessee, the said Mayor being authorized so to do pursuant to Section 4.03-18 of Chapter 260 of the Private Acts of 1974 in accordance with the approval of the Shelby County Board of Commissioners, on the _____ day of _____, 2008, in Resolution # _____.

Grantee:
CITY OF MEMPHIS, TENNESSEE

By: _____
Dr. Willie W. Herenton, City Mayor

Approved as to Form:

By: _____
City Attorney

Other City Approvals:

By: _____
Director of General Services

By: _____
Director of Park Services

By: _____
City Real Estate Manager

Grantor:
SHELBY COUNTY, TENNESSEE

By: _____
A C Wharton, Jr., County Mayor

**SHELBY COUNTY, TENNESSEE,
FOR THE USE AND BENEFIT OF
THE SHELBY COUNTY
CONSERVATION BOARD**

By: _____
John F. McCormick, Chairman
Shelby County Conservation Board

Approved as to Form:

By: _____
Assistant County Attorney

Other County Approvals:

By: _____
Conservation Board Director

By: _____
County Real Estate Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **JOHN F. McCORMICK**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Chairman of the Shelby County Conservation Board**, the within named bargainor, and that he as such **Chairman**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **Shelby County Conservation Board** by himself as such **Chairman**.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this ____ day of _____, 2008.

Notary Public

MY COMMISSION EXPIRES:

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR., Mayor of Shelby County, Tennessee**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of Shelby County, Tennessee**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such **Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **Shelby County, Tennessee**, by himself as such **Mayor** of said **Shelby County, Tennessee**.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this ____ day of _____, 2008.

Notary Public

MY COMMISSION EXPIRES:

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **DR. WILLIE W. HERENTON, Mayor of the City of Memphis**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of the City of Memphis**, the within named bargainor, one of the municipal corporations of the State of Tennessee, and that he as such **Mayor** of said City, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **City of Memphis** by himself as such **Mayor** of said municipal corporation.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this ____ day of _____, 2008.

Notary Public

MY COMMISSION EXPIRES:

(FOR RECORDING DATA ONLY)

Property Address:
0

Tax Parcel No:
069077 00034, 069077 00010Z, 069077 00025, 069077 00024, 069077 00009Z, 069077 00021, 001001 00004Z, 001001 00014, 001001 00008Z, 001001 00010, 001001 00009Z, 001001 00016, , 069077 00014, 069077 00027 and 069077 00011Z

Mail Tax Bills to: (Person or Agency responsible for payment of taxes)
Exempt - Government

Owners Name and Address:
**City of Memphis
125 N Main Street
Memphis, TN 38103**

This instrument prepared by:
**Shelby County Government
Real Estate Services
SCRE File No. CP07-002
584 Adams Avenue
Memphis, TN 38103
Phone No. (901) 545-3498**

MISSISSIPPI RIVER GREENBELT PARK

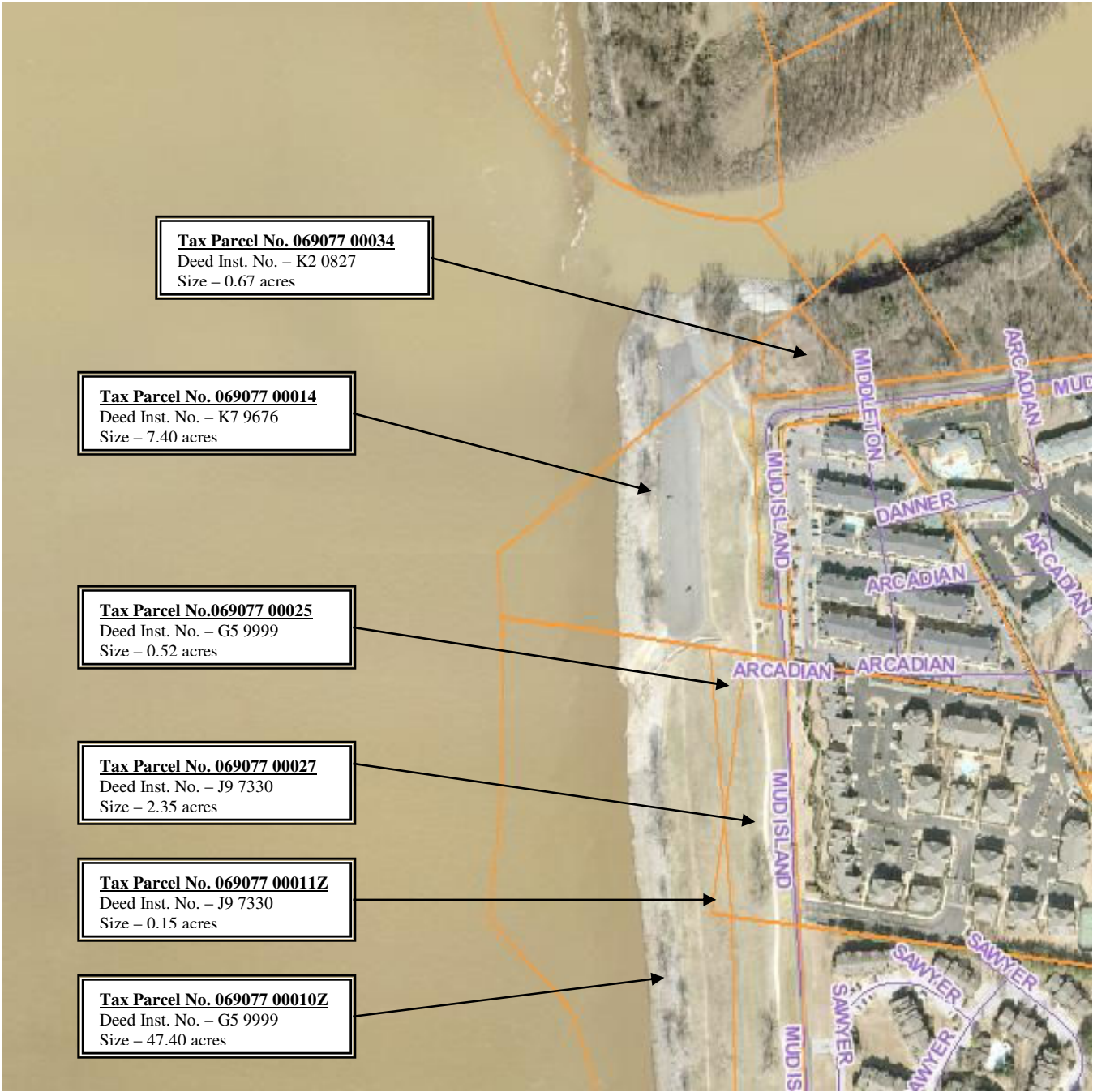


EXHIBIT “A”

Sheet 1 of 6

MISSISSIPPI RIVER GREENBELT PARK



EXHIBIT “A”

Sheet 2 of 6

MISSISSIPPI RIVER GREENBELT PARK



EXHIBIT “A”

Sheet 3 of 6

MISSISSIPPI RIVER GREENBELT PARK



EXHIBIT “A”
Sheet 5 of 6

MISSISSIPPI RIVER GREENBELT PARK

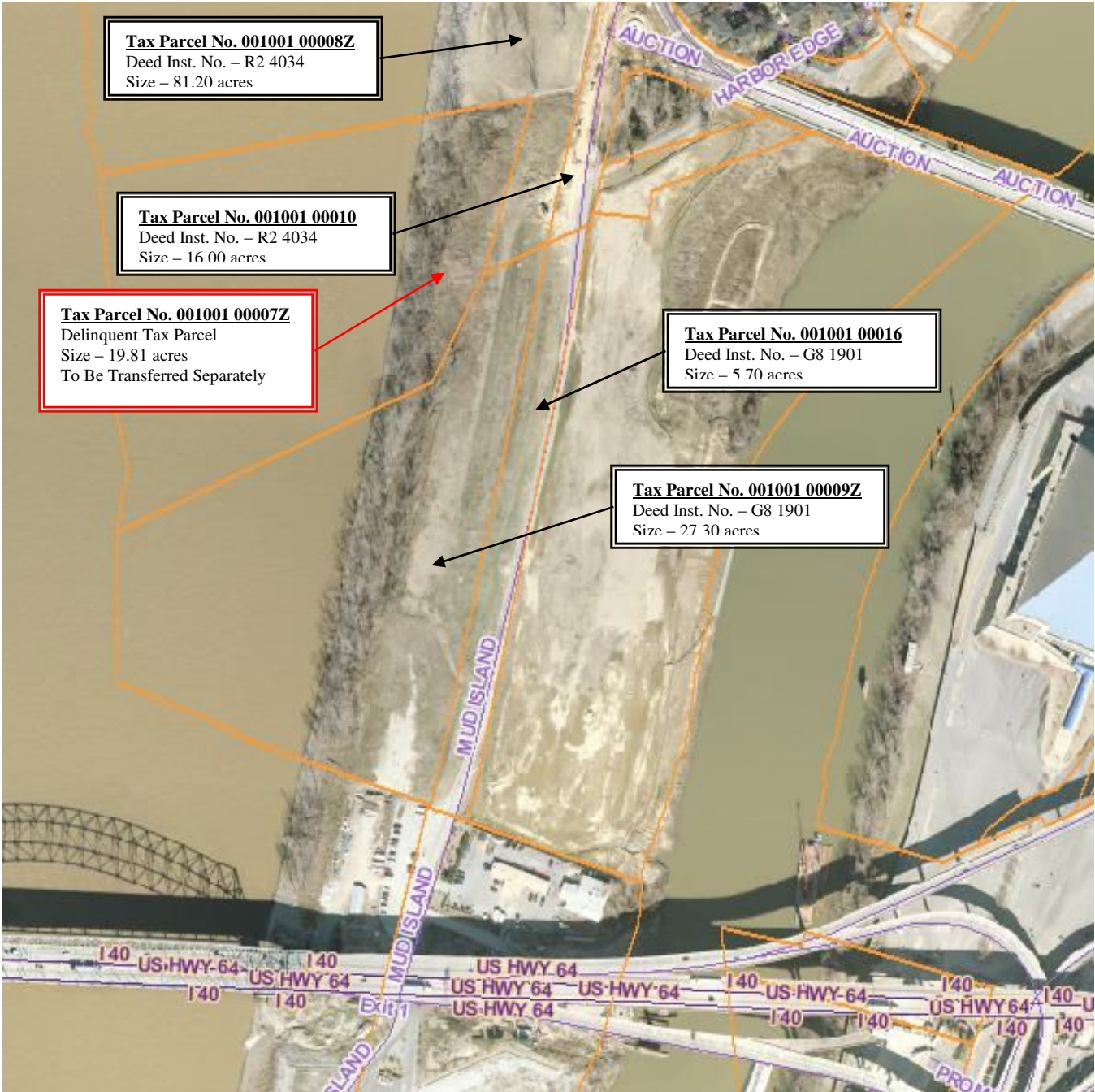


EXHIBIT “A”

Sheet 6 of 6

BILL OF SALE

FOR AND IN CONSIDERATION of the sum of ten dollars (\$10.00) cash in hand paid and other consideration the receipt and sufficiency of which are hereby acknowledged, **Shelby County, Tennessee, acting through the Shelby County Conservation Board**, (the “County”), hereby bargains, sells and assigns unto the **City of Memphis, Tennessee**, (the “City”), those personal assets it owns, if any, located upon the real property commonly known as the **Mississippi River Greenbelt Park**, located along the east and west sides of Island Drive and along the north side of Mud Island Drive on Mud Island and further identified as Shelby County Tax Parcel Nos. 069077 00034, 069077 00010Z, 069077 00025, 069077 00024, 069077 00009Z, 069077 00021, 001001 00004Z, 001001 00014, 001001 00008Z, 001001 00010, 001001 00009Z and 001001 00016 in Memphis, Tennessee, and more particularly described in Exhibit "A", and graphically shown in Exhibit “B”, both of which are attached hereto and incorporated herein by reference.

The City shall have and hold the said personal property for itself, and its assigns and successors and the County bargains, sells and assigns said personal property subject upon and conditioned to the following:

In bargaining, selling and assigning such personal assets, the County makes no warranties, implied, express or arising by operation of law of any nature or kind whatsoever;

Furthermore, the County does not covenant and agree with the City to defend and warrant the City’s title to this personal property and the rights of the City, and its successors and assigns, against each and every person claiming the personal property or any portion thereof.

This Bill of Sale is not to be construed or interpreted as in any way whatsoever amending or revising any agreement relating to the County’s transfer of the **Mississippi River Greenbelt Park** to the City, or any other agreement by and between the County and the City.

IN WITNESS WHEREOF, this Bill of Sale is executed by **Shelby County, Tennessee, acting through the Shelby County Conservation Board**, and delivered unto the **City of Memphis, Tennessee**, on this the ____ day of _____, 2008.

**SHELBY COUNTY, TENNESSEE,
ACTING THROUGH THE SHELBY
COUNTY CONSERVATION BOARD**

By: _____
John F. McCormick, Chairman
Shelby County Conservation Board

SHELBY COUNTY, TENNESSEE

By: _____
A C Wharton, Jr., County Mayor

Approved as to Form:

By: _____
Assistant County Attorney

Other County Approvals:

By: _____
Conservation Board Director

By: _____
County Real Estate Manager

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **JOHN F. McCORMICK**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Chairman of the Shelby County Conservation Board**, the within named bargainor, and that he as such **Chairman**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **Shelby County Conservation Board** by himself as such **Chairman**.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this ____ day of _____, 2008.

Notary Public

MY COMMISSION EXPIRES:

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR., Mayor of Shelby County, Tennessee**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of Shelby County, Tennessee**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such **Mayor** of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **Shelby County, Tennessee**, by himself as such **Mayor** of said **Shelby County, Tennessee**.

WITNESS my hand and Notarial Seal, at office in the City of Memphis, in the County aforesaid, this ____ day of _____, 2008.

Notary Public

MY COMMISSION EXPIRES:

REAL PROPERTY DESCRIPTION

A tract of land known as the Mississippi River Greenbelt Park containing 208.85 acres, more or less.

Being all of the same property conveyed to the Grantor and described by Deeds of Record in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Numbers K2 0827, G5 9999, G8 2545, G2 9837, R2 4034, G8 1901, K7 9676, and J9 7330; and further described as Tax Parcel Nos. 069077 00034, 069077 00010Z, 069077 00025, 069077 00024, 069077 00009Z, 069077 00021, 001001 00004Z, 001001 00014, 001001 00008Z, 001001 00010, 001001 00009Z, 001001 00016, , 069077 00014, 069077 00027 and 069077 00011Z.

EASEMENT RESERVATIONS

The hereinabove described 208.85 acre tract of land is being conveyed subject to any and all easements of record and easements for any existing utility, storm drain and sanitary sewer facilities.

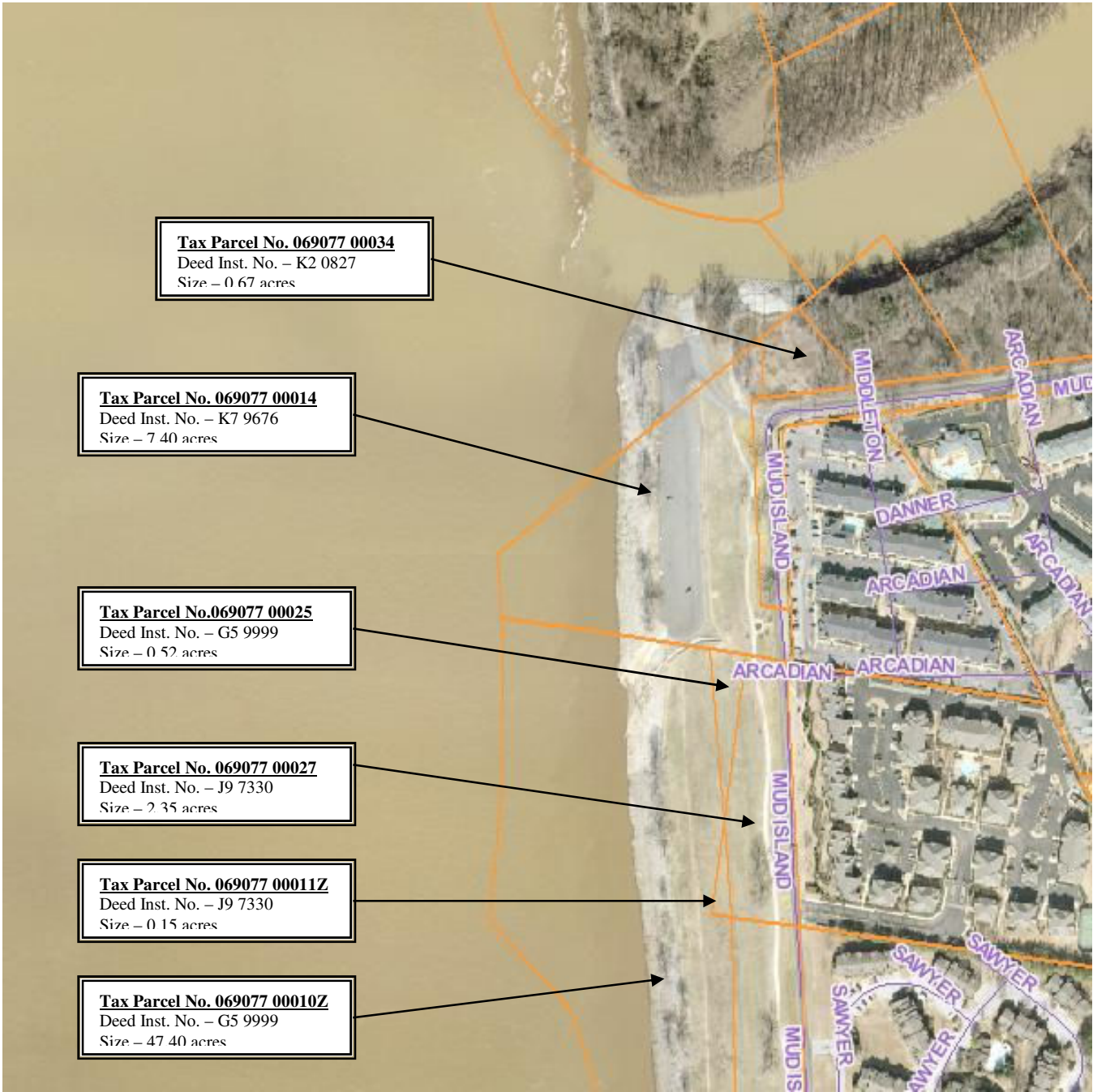
REVERSIONARY CLAUSE

Should the hereinabove described 208.85 acre tract of land subsequently cease to be utilized as a public park, then and in that event, this conveyance shall automatically become void and the rights, title and interest conveyed revert back to Shelby County, Tennessee, a Political Subdivision of the State of Tennessee, or its lawful successor.

This being the same Bill of Sale executed pursuant to and subject to the certain INTERAGENCY COOPERATION CONTRACT FOR THE TRANSFER OF MISSISSIPPI RIVER GREENBELT PARK BY THE COUNTY OF SHELBY TO THE CITY OF MEMPHIS recorded in the Register's Office of Shelby County, Tennessee, in the Register's Official Record Book under Instrument Number .

EXHIBIT "A"

MISSISSIPPI RIVER GREENBELT PARK



MISSISSIPPI RIVER GREENBELT PARK



EXHIBIT “B”
Sheet 2 of 6

MISSISSIPPI RIVER GREENBELT PARK



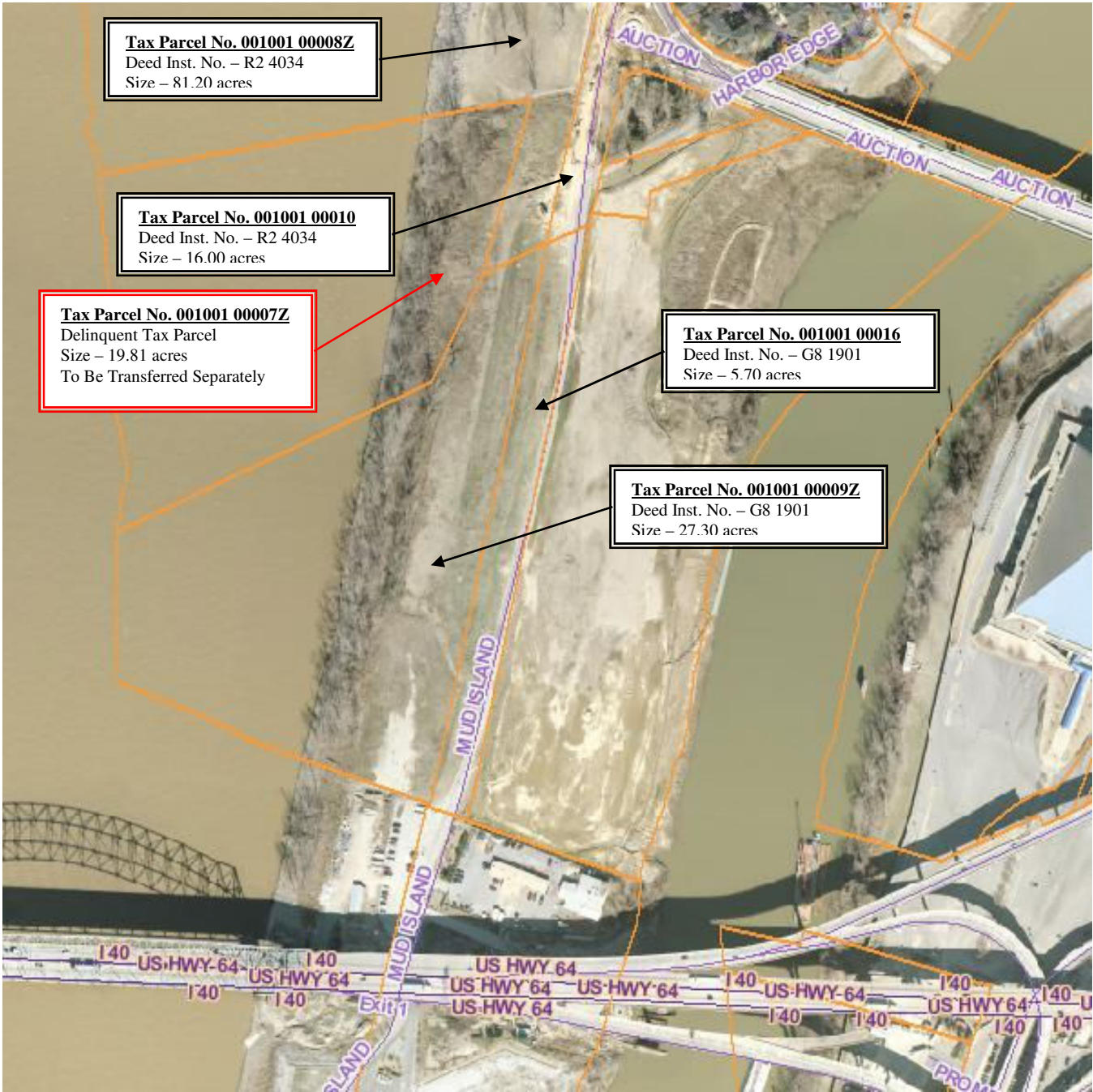
MISSISSIPPI RIVER GREENBELT PARK



MISSISSIPPI RIVER GREENBELT PARK



MISSISSIPPI RIVER GREENBELT PARK



Item # _____ Prepared by: Gloria Kelly
Commissioner: _____ Approved by: _____

**Resolution approving the sale of THIRTEEN Delinquent Tax
Parcels totaling \$22,775.00 from Tax Sale (s) 89.5, 96.2, 98.2,
0201, 0205, 0206, 0302 and 0303 pursuant to the provisions of
TCA 67-5-2507.**

Sponsored by: Commissioner J. W. Gibson, II

WHEREAS, The Shelby County Board of Commissioners Property Committee pursuant to the provisions of Tennessee Code Annotated, Section 67-5-2507 has set a minimum price on the above referenced THIRTEEN parcels of delinquent tax property totaling \$22,775.00 from tax sale(S) 89.5, 96.2, 98.2, 0201, 0205, 0206, 0302 and 0303; and

WHEREAS, The Shelby County Land Bank Department has negotiated sales of said properties; and

WHEREAS, Said properties have been advertised for an increased offer pursuant to TCA 67-5-2507.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That THIRTEEN delinquent tax parcels totaling \$22,775.00 from tax sale(S) 89.5, 96.2, 98.2, 0201, 0205, 0206, 0302 and 0303 be sold as set forth in Exhibit "A" which is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute a Quit Claim Deed(s) and any other documents necessary for the closing of the aforementioned parcels of property as set forth in Exhibit "A".

A C Wharton, Jr., Shelby County Mayor

Date: _____

ATTEST:

Clerk of County Commissioners

Adopted: _____

EXHIBIT "A"									
Exhibit #	TAX SALE	WBP	ADDRESS <small>LOT SIZE</small>	Zoning Code	TOTAL TAXES & FEES	PURCHASER	EVALUATION	SALES PRICE	PLANNED USE
1481	98.2	013027000000030	E. McLeomore Ave. 45' x 150'	C-H	\$2,140.94	Elizabeth Auguste & Gilbert Chrispin	\$3,500.00 Vacant Lot	\$2,500.00	Investment Property
1106	0303	017017000000030	1369 Washington 25' x 187'	R-MM	\$8,709.24	Memphis DEVCO, LLC	\$1,200.00 Vacant Lot	\$1,200.00	Investment Property
1147	89.5	018074000000370	167 N. Bellevue 6' x 88'	C-H	\$418.77	Roy Pierson	100.00 Vacant Lot	\$75.00	Investment Property
2048	0205	022009000000160	811 Fifth St. 55' x 170'	R-MM	\$10,406.10	Oasis of Hope, Inc.	\$2,500.00 Vacant Lot	\$2,000.00	Investment Property
2054	0206	022010000000060	174 Bickford 60' x 140'	R-MM	\$12,674.48	Oasis of Hope, Inc.	\$3,000.00 Vacant Lot	\$2,500.00	Investment Property
0261	0205	02201100000011C	Bickford 70' x 148'	Comm.	\$16,106.38	Joel Breen	\$4,000.00 Vacant Lot	\$3,000.00	Investment Property
1890	0302	022011000000140	858 N. Second 40' x 100'	C-H	\$15,722.27	Mark Cable Word	\$2,000.00 Vacant Land	\$1,800.00	Investment Property
2088	0201	022019000000060	N. Third St. 52' x 72'	R-MM	\$2,462.80	Oasis of Hope, Inc.	\$300.00 Vacant Lot	\$200.00	Investment Property
2124	0206	022025000000100	281 Guthrie 30' x 109'	R-MM	\$4,058.05	Oasis of Hope, Inc.	\$1,700.00 Vacant Lot	\$1,500.00	Investment Property
2129	0206	022027000000090	280 Bickford 50' x 181'	R-MM	\$11,878.06	Oasis of Hope, Inc.	\$2,500.00 Vacant Lot	\$2,000.00	Investment Property
2250	0205	024049000000100	34 S. Parkway E. 50' x 137'	I-L	\$7,708.30	Ray Howard & Rhonda Howard	\$2,500.00 Vacant Lot	\$2,000.00	Investment Property
5712	89.5, 96.2	024049000000110	28 S. Parkway E. 50' x 137'	I-L	\$5,410.55	Ray Howard & Rhonda Howard	\$3,500.00 Vacant Lot	\$2,000.00	Investment Property
2436	0201	02406100000004C	E. McLeomore Ave. 163' x 155'	I-L	\$4,950.86	Elizabeth Auguste & Gilbert Chrispin	\$2,000.00 Vacant Lot	\$2,000.00	Investment Property

12-04/17/08

13 Properties Total \$ 22,775.00

SUMMARY SHEET

I. Description of Item

A Resolution approving the sale of THIRTEEN Delinquent Tax Lien Properties (Exhibit "A") totaling \$22,775.00, acquired by Shelby County Government through Tax Sales 89.5, 96.2, 98.2, 0201, 0205, 0206, 0302 and 0303 conducted by the Shelby County Trustee's Office. The parcels were sold to various buyers by the Shelby County Land Bank pursuant to the provisions of TCA 67-5-2507.

II. Source and Amount of Funding

Amount Expended/Budget Line Item

All Costs (Direct/Indirect)

Additional or Subsequent Obligations or Expenses of Shelby County

III. Contract Items

Offer to Purchase

Terms

IV. Additional Information Relevant to Approval of this Item

I. Description of Item

Administration recommends approval of this Resolution

Exhibit "A" (Description of Sales)

II. Source and Amount of Funding

N/A

013 0270 0 00003 0



Ward 017



017 0170 0 00003 0

Ward 018



018 0740 0 00037 0

Ward 022



022 0090 0 00016 0

The map shows a residential subdivision with the following details:

- Streets:** North Third Street, Hickory Avenue, and Bedford Avenue.
- Lots:**
 - Lots 1 through 21 are shown, with dimensions in feet.
 - Lot 11 is divided into 11A, 11B, and 11C.
 - Lot 14 and Lot 21 are marked with red stars.
- Dimensions:**
 - Lot 1: 100 x 120
 - Lot 2: 120 x 120
 - Lot 3: 120 x 120
 - Lot 4: 120 x 120
 - Lot 5: 120 x 120
 - Lot 6: 120 x 120
 - Lot 7: 120 x 120
 - Lot 8: 120 x 120
 - Lot 9: 120 x 120
 - Lot 10: 120 x 120
 - Lot 11: 120 x 120
 - Lot 12: 120 x 120
 - Lot 13: 120 x 120
 - Lot 14: 120 x 120
 - Lot 15: 120 x 120
 - Lot 16: 120 x 120
 - Lot 17: 120 x 120
 - Lot 18: 120 x 120
 - Lot 19: 120 x 120
 - Lot 20: 120 x 120
 - Lot 21: 120 x 120

022 0110 0 00014 0 / 022 0110 0 00011 C / 022 0100 0 00006 0

Ward 022



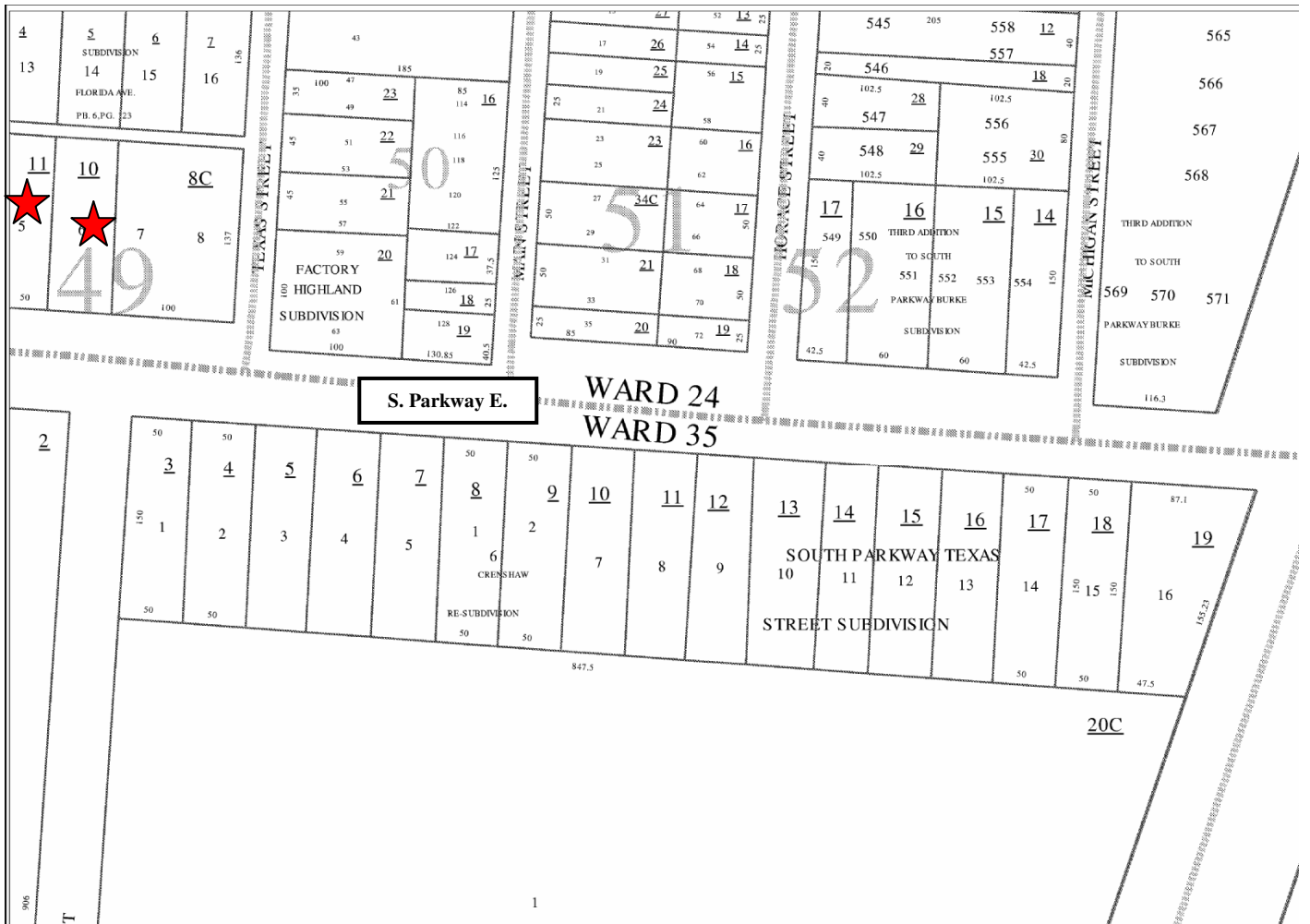
022 0190 0 00006 0
(Triangular in Shape)

Ward 022



022 0250 0 00010 0 / 022 0270 0 00009 0

Ward 024



024 0490 0 00010 0 / 024 0490 0 00011 0

Ward 024



024 0610 0 00004 C
(Landlocked)

Item # _____ Prepared by: Gloria Kelly
Commissioner: _____ Approved by: _____

Resolution approving the sale of TWELVE Delinquent Tax Parcels totaling \$88,500.00 from Tax Sale (s) 96.2, 0101, 0201, 0204, 0205, 0206, 0302, AND 0305 pursuant to the provisions of TCA 67-5-2507.

Sponsored by: Commissioner J.W. Gibson, II

WHEREAS, The Shelby County Board of Commissioners Property Committee pursuant to the provisions of Tennessee Code Annotated, Section 67-5-2507 has set a minimum price on the above referenced TWELVE parcels of delinquent tax property totaling \$88,500.00 from tax sale(S) 96.2, 0101, 0201, 0204, 0205, 0206, 0302, AND 0305; and

WHEREAS, The Shelby County Land Bank Department has negotiated sales of said properties; and

WHEREAS, Said properties have been advertised for an increased offer pursuant to TCA 67-5-2507.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That TWELVE delinquent tax parcels totaling \$88,500.00 from tax sale(S) 96.2, 0101, 0201, 0204, 0205, 0206, 0302, AND 0305 be sold as set forth in Exhibit "A" which is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute a Quit Claim Deed(s) and any other documents necessary for the closing of the aforementioned parcels of property as set forth in Exhibit "A".

A C Wharton, Jr., Shelby County Mayor

Date: _____

ATTEST:

Clerk of County Commissioners

Adopted: _____

EXHIBIT "A"									
EXHIBIT #	TAX SALE	WBP	ADDRESS LOT SIZE	Zoning Code	TOTAL TAXES AND FEES	PURCHASER	EVALUATION	SALES PRICE	PLANNED USE
16168	0302	B015700J000480	Yale Rd. .66 Acres	RS-10	\$875.08	Larry J. Redick	\$2,000.00 Vacant Lot	\$1,500.00	Investment Property
38	0101	00105500000030	165 N. Chelsea 82' x 151'	C-H	\$24,756.00	Ozeil Gavin & Sophia Gavin	\$50,000.00 Comm. Bldg	\$40,000.00	Investment Property
400	0205	01103800000120	788 Porter St. 38' x 150'	I-L	\$18,220.46	T & T Services, LLC	\$8,000.00 Duplex	\$6,000.00	Investment Property
5679	96.2	01305000000300	384 Simpson Ave. 25' x 131'	R-MM	\$3,568.76	Kendrea Richmond	\$1,000.00 Vacant Lot	\$300.00	Investment Property
787	0305	01305600000030	Trigg Ave. 25' x 150'	R-D	\$8,512.06	Ora B. Clemons	\$1,500.00 Vacant Lot	\$1,100.00	Expand Property Size
792	0201	01305700000170	430 E. Olive Ave. 60' x 150'	R-D	\$14,963.01	Andrea Harkless	\$12,000.00 Duplex	\$12,000.00	Investment Property
841	0201	01306400000310	413 E. Olive Ave. 40' x 130'	R-D	\$11,201.41	John William Stuart	\$3,000.00 House	\$2,800.00	Investment Property
1193	0206	01502700000280	916 Rayner St. 50' x 174'	I-L	\$19,082.38	Royston's Construction Consultants, Inc.	\$10,000.00 Comm. Bldg	\$10,000.00	Investment Property
1256	0305	02100100000240	930 Chelsea Ave. 52' x 192'	R-D	\$8,608.01	Napoleon Dickerson	\$3,000.00 Vacant Lot	\$3,000.00	Investment Property
1688	0205	02105100000590	1160 Breedlove St. 50' x 200'	R-MM	\$19,201.33	No Limits Enterprise, Inc.	\$5,000.00 Duplex	\$6,300.00 Bid off	Investment Property
1745	0204	02107800000250	916 Alma St. 45' x 100'	R-D	\$10,609.34	John William Stuart	\$5,000.00 Duplex	\$4,000.00	Investment Property
2052	0201	02200900000430	N. Second St. 42' x 75'	C-H	\$92,749.04	Mark Cable Word	\$1,500 Vacant Lot	\$1,500.00	Investment Property

12 Properties

Total

12-04/24/08

\$ 88,500.00

SUMMARY SHEET

I. Description of Item

A Resolution approving the sale of Twelve Delinquent Tax Lien Properties (Exhibit "A") totaling \$88,500.00, acquired by Shelby County Government through Tax Sales 96.2, 0101, 0201, 0204, 0205, 0206, 0302, AND 0305 conducted by the Shelby County Trustee's Office. The parcels were sold to various buyers by the Shelby County Land Bank pursuant to the provisions of TCA 67-5-2507.

II. Source and Amount of Funding

Amount Expended/Budget Line Item

All Costs (Direct/Indirect)

Additional or Subsequent Obligations or Expenses of Shelby County

III. Contract Items

Offer to Purchase

Terms

IV. Additional Information Relevant to Approval of this Item

I. Description of Item

Administration recommends approval of this Resolution

Exhibit "A" (Description of Sales)

II. Source and Amount of Funding

N/A

Ward B01

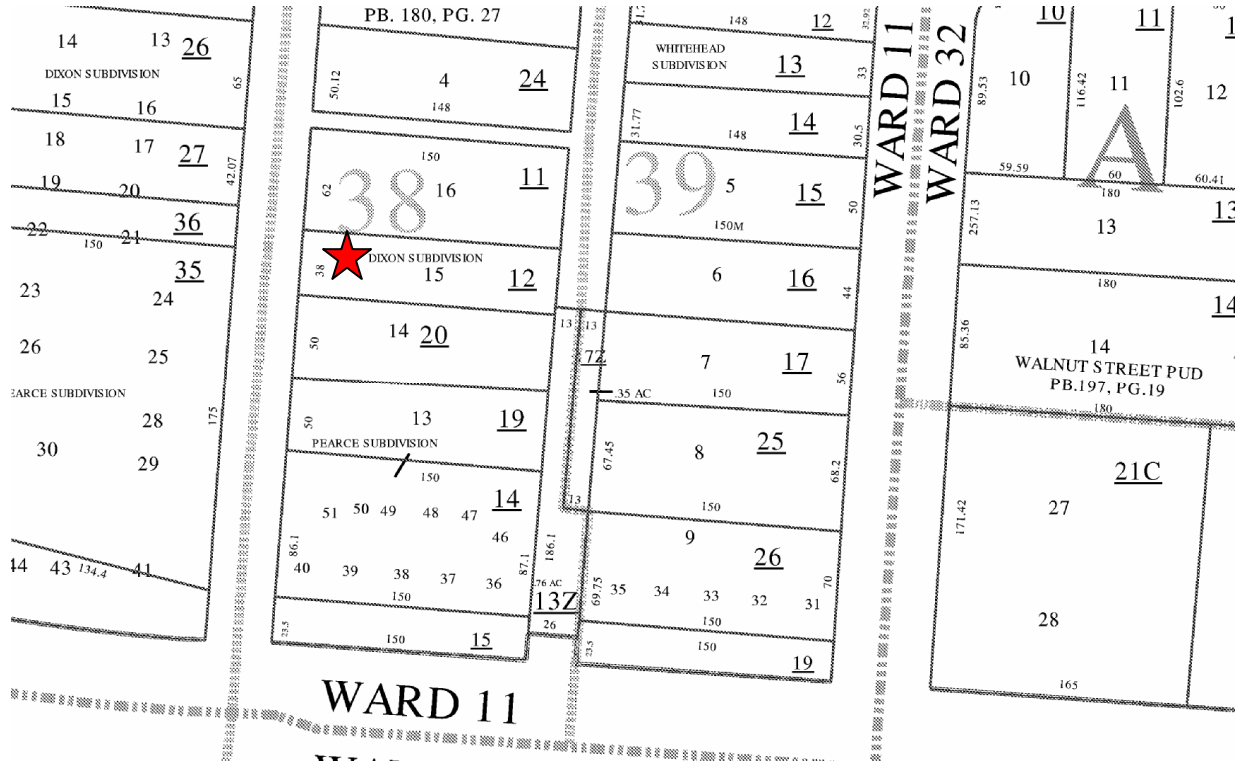


B015700J000480
Vacant Lot

[illegible]

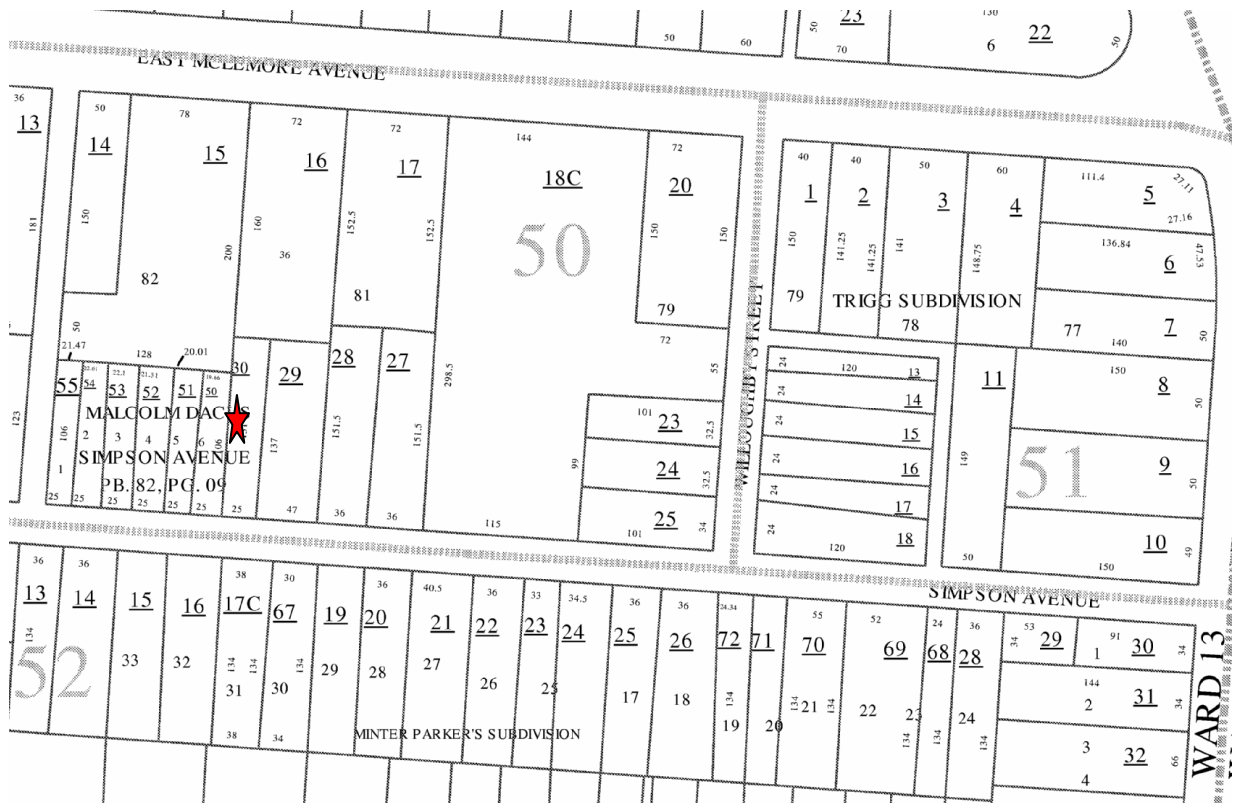
00105500000030
Commercial Building

Ward 011



01103800000120
Duplex

Ward 013



013050000300
Vacant Lot

Ward 013



01305600000030
Vacant Lot

Ward 013



01305700000170

Duplex

Ward 013



01306400000310

House

Ward 015



01502700000280
Commercial Building

WARD 27
WARD 21

MOUND AVENUE

AVERS STREET

MOREHEAD STREET

R.D. JONES SUBDIVISION
PB. 8, PG. 253

MOREHEAD SUBDIVISION
PB. 6, PG. 11

Lot 24 is marked with a red star.

Lot numbers and dimensions (approximate):

- Lot 1: 108.9, 97.3
- Lot 2: 108.9, 200.3
- Lot 3: 171.3, 170.4
- Lot 4: 170.4, 169.2
- Lot 5: 169.2, 168
- Lot 6: 168, 166.8
- Lot 7: 166.8, 165.6
- Lot 8: 165.6, 162
- Lot 9: 164.4, 163.2
- Lot 10: 163.2, 160.8
- Lot 11: 160.8, 160
- Lot 12: 160, 156.65
- Lot 13: 156.65, 156.65
- Lot 14: 156.65, 155.7
- Lot 15: 155.7, 154.3
- Lot 16: 154.3, 153.78
- Lot 17: 153.78, 152.48
- Lot 18: 152.48, 151.37
- Lot 19: 151.37, 150.55
- Lot 20: 150.55, 149.53
- Lot 21: 149.53, 148.5
- Lot 22: 148.5, 147.5
- Lot 23: 147.5, 146.5
- Lot 24: 146.5, 145.3
- Lot 25: 145.3, 144.3
- Lot 26: 144.3, 143.3
- Lot 27: 143.3, 142.3
- Lot 28: 142.3, 141.3
- Lot 29: 141.3, 140.3
- Lot 30: 140.3, 139.3
- Lot 31: 139.3, 138.3
- Lot 32: 138.3, 137.3
- Lot 33: 137.3, 136.3
- Lot 34: 136.3, 135.3
- Lot 35: 135.3, 134.3
- Lot 36: 134.3, 133.3
- Lot 37: 133.3, 132.3
- Lot 38: 132.3, 131.3
- Lot 39: 131.3, 130.3
- Lot 40: 130.3, 129.3
- Lot 41: 129.3, 128.3
- Lot 42: 128.3, 127.3
- Lot 43: 127.3, 126.3
- Lot 44: 126.3, 125.3
- Lot 45: 125.3, 124.3
- Lot 46: 124.3, 123.3
- Lot 47: 123.3, 122.3
- Lot 48: 122.3, 121.3
- Lot 49: 121.3, 120.3
- Lot 50: 120.3, 119.3
- Lot 51: 119.3, 118.3
- Lot 52: 118.3, 117.3
- Lot 53: 117.3, 116.3
- Lot 54: 116.3, 115.3
- Lot 55: 115.3, 114.3
- Lot 56: 114.3, 113.3
- Lot 57: 113.3, 112.3
- Lot 58: 112.3, 111.3
- Lot 59: 111.3, 110.3
- Lot 60: 110.3, 109.3
- Lot 61: 109.3, 108.3
- Lot 62: 108.3, 107.3
- Lot 63: 107.3, 106.3
- Lot 64: 106.3, 105.3
- Lot 65: 105.3, 104.3
- Lot 66: 104.3, 103.3
- Lot 67: 103.3, 102.3
- Lot 68: 102.3, 101.3
- Lot 69: 101.3, 100.3
- Lot 70: 100.3, 99.3
- Lot 71: 99.3, 98.3
- Lot 72: 98.3, 97.3
- Lot 73: 97.3, 96.3
- Lot 74: 96.3, 95.3
- Lot 75: 95.3, 94.3
- Lot 76: 94.3, 93.3
- Lot 77: 93.3, 92.3
- Lot 78: 92.3, 91.3
- Lot 79: 91.3, 90.3
- Lot 80: 90.3, 89.3
- Lot 81: 89.3, 88.3
- Lot 82: 88.3, 87.3
- Lot 83: 87.3, 86.3
- Lot 84: 86.3, 85.3
- Lot 85: 85.3, 84.3
- Lot 86: 84.3, 83.3
- Lot 87: 83.3, 82.3
- Lot 88: 82.3, 81.3
- Lot 89: 81.3, 80.3
- Lot 90: 80.3, 79.3
- Lot 91: 79.3, 78.3
- Lot 92: 78.3, 77.3
- Lot 93: 77.3, 76.3
- Lot 94: 76.3, 75.3
- Lot 95: 75.3, 74.3
- Lot 96: 74.3, 73.3
- Lot 97: 73.3, 72.3
- Lot 98: 72.3, 71.3
- Lot 99: 71.3, 70.3
- Lot 100: 70.3, 69.3
- Lot 101: 69.3, 68.3
- Lot 102: 68.3, 67.3
- Lot 103: 67.3, 66.3
- Lot 104: 66.3, 65.3
- Lot 105: 65.3, 64.3
- Lot 106: 64.3, 63.3
- Lot 107: 63.3, 62.3
- Lot 108: 62.3, 61.3
- Lot 109: 61.3, 60.3
- Lot 110: 60.3, 59.3
- Lot 111: 59.3, 58.3
- Lot 112: 58.3, 57.3
- Lot 113: 57.3, 56.3
- Lot 114: 56.3, 55.3
- Lot 115: 55.3, 54.3
- Lot 116: 54.3, 53.3
- Lot 117: 53.3, 52.3
- Lot 118: 52.3, 51.3
- Lot 119: 51.3, 50.3
- Lot 120: 50.3, 49.3
- Lot 121: 49.3, 48.3
- Lot 122: 48.3, 47.3
- Lot 123: 47.3, 46.3
- Lot 124: 46.3, 45.3
- Lot 125: 45.3, 44.3
- Lot 126: 44.3, 43.3
- Lot 127: 43.3, 42.3
- Lot 128: 42.3, 41.3
- Lot 129: 41.3, 40.3
- Lot 130: 40.3, 39.3
- Lot 131: 39.3, 38.3
- Lot 132: 38.3, 37.3
- Lot 133: 37.3, 36.3
- Lot 134: 36.3, 35.3
- Lot 135: 35.3, 34.3
- Lot 136: 34.3, 33.3
- Lot 137: 33.3, 32.3
- Lot 138: 32.3, 31.3
- Lot 139: 31.3, 30.3
- Lot 140: 30.3, 29.3
- Lot 141: 29.3, 28.3
- Lot 142: 28.3, 27.3
- Lot 143: 27.3, 26.3
- Lot 144: 26.3, 25.3
- Lot 145: 25.3, 24.3
- Lot 146: 24.3, 23.3
- Lot 147: 23.3, 22.3
- Lot 148: 22.3, 21.3
- Lot 149: 21.3, 20.3
- Lot 150: 20.3, 19.3
- Lot 151: 19.3, 18.3
- Lot 152: 18.3, 17.3
- Lot 153: 17.3, 16.3
- Lot 154: 16.3, 15.3
- Lot 155: 15.3, 14.3
- Lot 156: 14.3, 13.3
- Lot 157: 13.3, 12.3
- Lot 158: 12.3, 11.3
- Lot 159: 11.3, 10.3
- Lot 160: 10.3, 9.3
- Lot 161: 9.3, 8.3
- Lot 162: 8.3, 7.3
- Lot 163: 7.3, 6.3
- Lot 164: 6.3, 5.3
- Lot 165: 5.3, 4.3

Vacant Lot

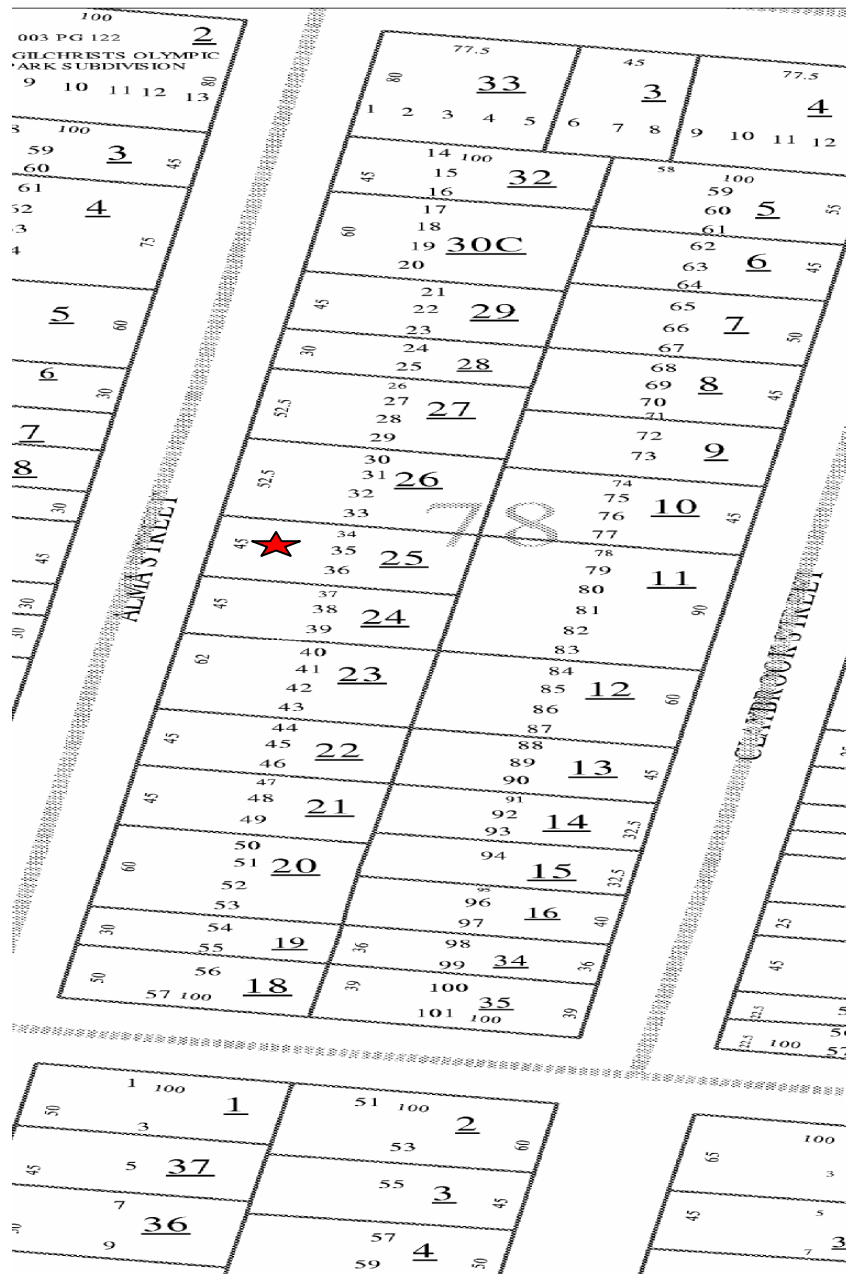
Ward 021



0210510000590

Duplex

Ward 021



02107800000250

Duplex

Ward 022



02200900000430

Vacant Lot

Item # _____ Prepared by: Gloria Kelly
Commissioner: _____ Approved by: _____

Resolution approving the sale of eleven Delinquent Tax Parcels totaling \$103,500.00 from Tax Sale (s) 0005, 0101, 0201, 0205, 0303, 0304, and 0305 pursuant to the provisions of TCA 67-5-2507.

Sponsored by: Commissioner J. W. Gibson, II

WHEREAS, The Shelby County Board of Commissioners Property Committee pursuant to the provisions of Tennessee Code Annotated, Section 67-5-2507 has set a minimum price on the above referenced ELEVEN parcels of delinquent tax property totaling \$103,500.00 from tax sale(S) 0005, 0101, 0201, 0205, 0303, 0304, and 0305; and

WHEREAS, The Shelby County Land Bank Department has negotiated sales of said properties; and

WHEREAS, Said properties have been advertised for an increased offer pursuant to TCA 67-5-2507.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That ELEVEN delinquent tax parcels totaling \$103,500.00 from tax sale(S) 0005, 0101, 0201, 0205, 0303, 0304, and 0305 be sold as set forth in Exhibit "A" which is attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute a Quit Claim Deed(s) and any other documents necessary for the closing of the aforementioned parcels of property as set forth in Exhibit "A".

A C Wharton, Jr., Shelby County Mayor

Date: _____

ATTEST:

Clerk of County Commissioners

Adopted: _____

EXHIBIT "A"									
EXHIBIT #	TAX SALE	WBP	ADDRESS LOT SIZE	ZONING CODE	TOTAL TAXES AND FEES	PURCHASER	EVALUATION	SALES PRICE	PLANNED USE
2031	0305	024039000000140	48 E. Trigg Ave. 30' x 100'	I-L	\$6,199.55	Trustees Gilmer Temple Church of God In Christ	\$1,700.00 Vacant Lot	\$1,200.00	Church Property
3597	0101	025016000000020	946 S. Wellington 135' x 140'	C-H	\$19,951.61	Charles Leslie & Carmela Sills & Vinh Le (Partners)	\$60,000.00 Apartments	\$62,000.00 Bid off	Investment Property
2294	0303	025026000000030	623 Walker St. 45' x 100'	R-MM	\$3,609.40	Bettie Smith	\$4,000.00 House	\$4,000.00	Investment Property
2712	0205	025059000000120	S. Lauderdale St. 48' x 153'	C-L	\$4,574.06	Johnny Lee Parker	\$2,000.00 Vacant Lot	\$1,300.00	Expand Property Size
2959	0205	026037000000310	965 E. Trigg 49' x 100'	R-D	\$12,857.94	Andrea Harkless	\$6,000.00 Duplex	\$6,000.00	Investment Property
2979	0304	027002000000110	Tully 75' x 200'	R-D	\$4,285.51	Leonard Fulton	\$4,000.00 Vacant Lot	\$5,100.00 Bid off	Investment Property
11191	0005	027002000000510	1049 Tully 40' x 200'	Comm.	13,699.47	No Limits Enterprise, Inc.	\$7,000.00 Duplex	\$12,800.00 Bid off	Investment Property
3209	0201	027008000000140	746 Chelsea 54' x 84'	C-H	\$9,943.66	Tarria Clark	\$8,000.00 House	\$7,000.00	Investment Property
3353	0201	027034000000520	920 Pearce 50' x 200'	R-D	\$12,167.92	Trustees Union Grove Baptist Church	\$2,500.00 Vacant Lot	\$1,000.00	Church Property
3537	0205	029056000000260	2450 Cable 25' x 150'	R-D	\$4,456.57	Michelle E. Smith	\$1,500.00 Vacant Lot	\$1,100.00	Expand Property Size
3392	0304	029062000000180	682 Whittington 50' x 95'	R-D	\$6,125.14	Kendrea Richmond	\$2,000 House	\$2,000.00	Investment Property

11 Properties

Total

12-04/25/08

\$103,500.00

SUMMARY SHEET

I. Description of Item

A Resolution approving the sale of Eleven Delinquent Tax Lien Properties (Exhibit "A") totaling \$103,500.00, acquired by Shelby County Government through Tax Sales 0005, 0101, 0201, 0205, 0303, 0304, and 0305 conducted by the Shelby County Trustee's Office. The parcels were sold to various buyers by the Shelby County Land Bank pursuant to the provisions of TCA 67-5-2507.

II. Source and Amount of Funding

Amount Expended/Budget Line Item

All Costs (Direct/Indirect)

Additional or Subsequent Obligations or Expenses of Shelby County

III. Contract Items

Offer to Purchase

Terms

IV. Additional Information Relevant to Approval of this Item

I. Description of Item

Administration recommends approval of this Resolution

Exhibit "A" (Description of Sales)

II. Source and Amount of Funding

N/A

Ward 024



024 0390 0 00014 0

Ward 025



025 0160 0 00002 0

Ward 025



025 0260 0 00003 0

Ward 025



025 0590 0 00012 0

Ward 026



026 0370 0 00031 0

Ward 027



027 0020 0 00011 0

Ward 027



027 0020 0 00051

Ward 027



027 0080 0 00014 0

[illegible]

027 0340 0 00052 0

Ward 027



029 0560 0 00026 / 029 0620 0 00018